In-School Evaluation of the Tobacco Use Prevention Education (TUPE) Program

Request for Proposal
04-35738

October 19, 2004

California Department of Health Services
Tobacco Control Section
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October 19, 2004

TO: PROSPECTIVE PROPOSERS

SUBJECT: REQUEST FOR PROPOSAL
(RFP) 04-35738

Enclosed is RFP 04-35738 entitled "**In-School Evaluation of the Tobacco Use and Prevention Education (TUPE) Program**." The purpose of this RFP is to seek one contractor to conduct a survey during the 2005-06 school year that will assess school-based prevention, intervention, and cessation activities; assess policies and curricula; and measure student response to these activities. The results of the survey will be used by the California Department of Education, the Department of Health Services, Tobacco Control Section (DHS/TCS), and others for planning purposes and for evaluation of the effects of the school-based TUPE program.

The enclosed RFP specifies eligibility, statement of work, submission requirements, and tentative timelines. Please read the RFP carefully as this is an open competitive process and proposals must comply with all RFP instructions to be reviewed. **Proposals are due in the DHS/TCS office by Thursday, December 9, 2004, no later than 5 p.m.**

The complete RFP and all required forms are also available on the DHS/TCS website: http://www.dhs.ca.gov/tobacco under "Request for Applications/Proposals." Additionally, the Policy Section of the DHS/TCS Competitive Grantees Administrative and Policy Manual is available on the website to assist potential proposers in preparing proposals.

In this procurement, prospective proposers are asked to voluntarily submit a non-binding Letter of Intent. See the RFP for detailed Letter of Intent submission instructions. Also, you may attend the scheduled RFP Information Meeting. Please bring a copy of the RFP with you to the Information Meeting.

Answers to questions about the RFP will be provided only at the Information Meeting; phone calls for programmatic technical assistance in preparing the proposal will not be accepted.

RFP INFORMATION MEETING
Wednesday, November 3, 2004
1:30 p.m. – 3:30 p.m.
Department of Health Services
Tobacco Control Section
1616 Capitol Avenue
Feather River Room, 5th Floor, Room 74.551
Sacramento, CA 95814

Directions to DHS/TCS and parking information are on the DHS/TCS website. If anyone attending the Information Meeting requires special accommodations, such as for the hearing impaired, please call Cathy Medina, Contract Manager, Administrative and Contract Support Unit, TCS, at (916) 449-5494 by October 28, 2004.

Kurt P Snipes for

Dileep G. Bal, M.D., Chief
Cancer Control Branch

Enclosure

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I. INTRODUCTION

A. PURPOSE

Through this Request for Proposal (RFP), the California Department of Health Services, Tobacco Control Section (CDHS/TCS) is seeking a contractor to conduct the evaluation of the tobacco use prevention education (TUPE) program in California schools funded by the Tobacco Tax and Health Protection Act of 1988. This evaluation is to be an assessment of school-based prevention, intervention and cessation activities, policies and curricula, and a measurement of student response to these activities. A survey is to be conducted during the 2005-06 school year of:

- Youth in grades 6-12 regarding their tobacco use behaviors and attitudes, recall of TUPE instruction, and awareness of tobacco use policies.
- Administrators/principals regarding tobacco control policies and support for TUPE.
- Lead health education or TUPE coordinators/teachers regarding training and implementation of TUPE curricula and activities.
- Teachers regarding training and implementation of TUPE curricula and activities.

The results of the survey will be used to monitor statewide student smoking and tobacco use, and to provide regional estimates, as in the California Student Tobacco Survey (CSTS). Additionally, the survey results will be used by the California Department of Education (CDE), CDHS/TCS, and others for planning purposes, for evaluation of the Local Education Agency Plan (LEAP) policies, procedures, and practices to provide information on the strengths and weaknesses of LEAP planning efforts, and for evaluation of the overall efforts of the school-based TUPE program.

B. BACKGROUND

Tobacco use is the single most preventable cause of illness, disability, and premature death today in the United States (U.S.) and California. In California, more than 43,000 people die each year from tobacco-related diseases, and tobacco use costs the state's economy more than $15.8 billion a year in health-related costs and loss of productivity. In November 1988, California voters approved Proposition 99 (Prop 99), the Tobacco Tax and Health Protection Act of 1988, which added a 25 cent tax to each pack of cigarettes and a proportional amount to other tobacco products sold in the state. These additional tobacco taxes were earmarked for tobacco-related research, health education, health care, and environmental conservation. Twenty percent of Prop 99 funding is deposited into the Health Education Account (HEA). Currently CDE receives approximately one third of the HEA.

CDE administers TUPE funding to grades 4 through 8 based on an allocation, according to average daily attendance, to high schools through a competitive grant program and additionally, to grades 6 through 8 through competitive grants. A LEAP must be approved by CDE in order for local education agencies (LEA) to receive

TUPE funding. LEAP describes the actions that LEAs will take to ensure they meet certain programmatic requirements, including coordination of services, needs assessment consultations, and others as required. In addition, LEAP summarizes assessment data, performance indicator goals, and programs to be used by LEA schools. The TUPE program must include classroom science-based curriculum, strategies such as positive youth development, precessation classes for current users, and cessation for those ready to quit. TUPE program instruction and activities are often coordinated and co-implemented with prevention programs funded by Safe and Drug-Free Schools and Communities. The result is that tobacco prevention efforts are often simultaneous with alcohol and other drug prevention programs.

The enabling legislation for Prop 99 (Chapter 1331, Statutes of 1908; Chapter 278, Statutes of 1991; Chapter 195, Statutes of 1994; and Chapter 294, Statutes of 1997) mandated CDHS/TCS to evaluate the effectiveness of TUPE. The portions of the California Health and Safety (H&S) Code pertinent to this school evaluation follow below.

Section 104375(c): The department shall produce or contract for, and update biennially, a description of programs to be effective in reducing smoking and tobacco use, and the identification of portions of target populations that need information regarding the hazards of tobacco use. ***The department in consultation with CDE, shall conduct or contract, for an evaluation of the effectiveness of the tobacco use prevention education program as implemented in the public schools that receive funding for tobacco use prevention education pursuant to Sections 104420, 104425, 104435, and 104445.*** *The purpose of the evaluation shall be to direct the most efficient allocation of resources appropriated under this article to accomplish the maximum prevention and reduction of tobacco use. The comprehensive evaluation shall be designed to measure the extent to which programs funded pursuant to this article promote the goals identified in this article and in Prop 99 of the November 1988 general election. All information resulting from the evaluation shall be made available to CDE for purposes of improving its ability to implement and oversee the provision of effective tobacco use prevention education programs. The evaluator shall:*

(1) Assess the effectiveness of tobacco use prevention education programs designed to prevent and reduce tobacco use among students. In support of this primary goal, the evaluation shall:

(A) Report findings on the effectiveness of programs and strategies currently in use in California schools that prevent and reduce tobacco use.

(B) Select a research strategy that will identify formal and informal factors that might account for differences in tobacco use by students, including, but not limited to, formal prevention education strategies.

(C) Incorporate in the evaluation quantitative as well as qualitative data. The data shall include, but are not limited to:

(i) Student data, including attitudes, knowledge, and behavior based upon a statistically valid random sample of school districts and students.

(ii) Curriculum data, including diversity of curricula, evidence of appropriateness to grade level, gender and ethnicity, and the extent of the inclusion of prevention approaches identified in research literature.

(iii) School data, including intensity of emphasis on tobacco use prevention and evidence of counseling or treatment referral systems.

(iv) Community data, including the existence of parent networks and the participation of community service organization including local lead agencies (LLA), in prevention.

(d) School districts shall agree, as a condition of receiving money pursuant to this article, to participate in the evaluation if chosen by the evaluator.

In addition, the California H&S Code Section 104375 specifies that CDHS/TCS shall "monitor the overall statewide effect of health education efforts on smoking and tobacco use, and, to the extent feasible, the resulting effects on health" and "funds permitting, utilize a sample size that is adequate to produce county, regional, and ethnic specific estimates." To this end, the youth survey responding to this RFP will provide data regarding youth tobacco use prevalence, knowledge and attitudes about tobacco use and its harmful effects, and exposure to any anti-tobacco educational programs. The survey of high school students will provide representative statewide data, including racial/ethnic sub-group populations, and sub-samples representative of 12 counties/regions aligned by CDHS/TCS. These regions have been chosen based on geographic and demographic similarities.

County-specific, racial/ethnic, and region-specific data collected with this survey, as well as the collected data for minority populations, are needed for CDHS/TCS for program planning and evaluation by local community agencies involved in tobacco control. In addition, the data collected must be provided to CDHS/TCS along with technical documentation that will facilitate analyses by outside researchers, and will be posted to the CDHS/TCS statistical website called County and Statewide Archive of Tobacco Statistics (C-STATS).

II. STATEMENT OF WORK

A. EVALUATION PLAN

The guidelines for evaluating school-based programs outlined in California H&S Code Section 104375 call for an assessment of school-based tobacco use prevention activities, and measurement of student response to these activities. This assessment of TUPE entitlements and the competitive grant projects shall take into account any data and findings of evaluations conducted or funded by CDE.
The evaluation should consider all data that has been previously collected in California schools (such as CDHS/TCS's previous implementation of this evaluation) to help provide a baseline to make comparisons about changes and effectiveness. The most recent In-School Evaluation of the TUPE program in California is available at: http://www.dhs.ca.gov/tobacco/documents/ietp01-02.pdf

The evaluation will address grades 6 through 8 in middle schools, and grades 9 through 12 in high schools funded by competitive grants. CDHS/TCS requests a larger sample of high schools than middle schools for several reasons: 1) relatively low tobacco use among the middle school age group, 2) the lack of a true control group because all grades 6 through 8 receive entitlement TUPE funding, and 3) the possibility of a change in the entitlement program in the future.

Evaluation Methods

Because of the extensive data collection in middle and high schools, the evaluation shall be accomplished through various comparisons and methods. These methods may include, but are not limited to:

- Compare students' tobacco use, knowledge, and attitudes (student-level data) over time and with the rest of the country as measured by the National Youth Tobacco Survey (NYTS). This will provide the basic level to determine overall tobacco control program effectiveness in California.

- Compare school level data (middle and high schools), incorporating differences in school characteristics such as school policies, teacher training, parental involvement, and their relationship to student level data. Use this data to further clarify the relationships in a logic model (see Appendix A).

- Compare how school curricula is implemented in California to the federal Centers for Disease Control and Prevention (CDC) guidelines for school-based programs and the U.S. Department of Education's (USDE) principles of effectiveness. These guidelines and principles will serve as standards to evaluate the extent to which California schools are providing "state of the art" tobacco use prevention programming for students.

- Conduct a longitudinal component at the school level. The sample should include the 65 schools in which at least 50 students in grade 9 and grade 10 participated in the 2003-04 school-year study. Conceptually, this provides a cohort of schools to compare grade 11 and grade 12 student tobacco use, behaviors and attitudes, and teacher training in the 2005-06 school year to similar measures from the 2003-04 school year. Although the student and school sample sizes are not optimal to make these comparisons, we propose this as a first step of a longitudinal portion of this evaluation that will continue in the 2006-07 school year.

- Conduct a systematic review of LEAP processes and implementation for the purpose of strengthening LEAP plans. This will involve key informant interviews at schools, districts, and CDE. The evaluation should address the fidelity and support of science-based curriculum.

Although these evaluation methods have limitations, they help to provide pieces of the puzzle that complement each other. The goal of the evaluation is to use a variety of methods to provide CDE with thorough feedback in order to make the TUPE program stronger.

In conclusion, the requirements for the evaluation plan are to:

- Evaluate the TUPE program and its implementation in a variety of ways.
- Provide specific feedback to CDE to improve school-based TUPE programs.
- Compare the student survey data to the core questions from the NYTS, and where possible, the California Student Survey conducted by the California Attorney General's Office.
- Make statewide inferences for middle school and high school students and make regional inferences for high school students.

B. DATA COLLECTION AND PREPARATION PLAN

1. Sampling Issues

CDC will provide the selection of schools, scan the answer sheets, and weight the data for the administration of this survey. Although not responsible for these activities, the contractor will be expected to work with CDHS/TCS and CDC in facilitating them.

Although the sampling plan is not specified, the requirements are quite restrictive. The restrictions are necessary to meet the needs of the California H&S Code, CDE, and CDHS/TCS, while causing the least amount of burden on the schools themselves.

The sampling plan should meet the following requirements:

- The final sample shall include roughly 30 public middle schools (grades 6-8) randomly distributed throughout the state. The contractor will survey only 6th graders in middle schools, not 6th graders in elementary schools.

- The high school sample will be randomly selected from 12 demographically similar regions and consist of surveying approximately 140 public high schools. The sample will include the 65 high schools from the previous administration that surveyed at least 50 students from grades 9 and 10 and an additional 75 other schools. This sample will be used for all of the evaluation activities above, including obtaining a baseline data collection in 9^{th} and 10^{th} grades for a longitudinal evaluation in 2006-07. This sample should be capable of regional, statewide, and TUPE program inferences meeting the requirements specified in the evaluation plan above. The regions are needed to provide local level, scientifically collected data on tobacco use, knowledge, and attitudes for use in local needs assessments and planning.

- The number of classrooms per school and per grade must be specified and meet the evaluation and surveillance requirements. Currently, the evaluation collects data in five classrooms per school; however, the new longitudinal portion of the evaluation must also be addressed in the sampling plan. Possible scenarios might include:

  a. Sampling two classrooms in each of 11^{th} and 12^{th} grades at the 65 schools from the previous administration. Sampling one classroom in each of 11^{th} and 12^{th} grades for the other 75 schools. Sampling four or five classrooms in 9^{th} grade in 70 of the high schools and four or five classrooms in 10^{th} grade in the other 70 schools to allow for follow-up in 2006-07. Sampling six classrooms at each of the middle schools; the grades sampled will depend on the grade configuration (6^{th}-8^{th} grade or 7^{th}-8^{th} grade) at the middle school.

  b. Sampling two classrooms in each of the 11^{th} and 12^{th} grades at the 65 schools from the previous administration. Sampling one classroom in each of 11^{th} and 12^{th} grades for the other 75 schools. Sampling two or three classrooms in each of the 9^{th} and 10^{th} grades in each of the 140 schools. Sampling six classrooms at each of the middle schools; the grades sampled will depend on the grade configuration (6^{th}-8^{th} grade or 7^{th}-8^{th} grade) at the middle school.

  Other options and scenarios, such as taking a census of a grade at the high schools, are possible and will be considered.

- Key informant interviews will be conducted at schools, districts, and CDE to provide the qualitative evaluation described above.

The definition of the county/regional groups will be as follows:

1. Los Angeles
2. San Diego
3. Orange
4. Santa Clara

5. San Bernardino
6. Riverside
7. Alameda
8. Contra Costa, Marin, San Francisco, San Mateo, Solano
9. Fresno, Imperial, Kern, Kings, Madera, Mariposa, Merced, Tulare
10. Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Inyo, Lake, Lassen, Mendocino, Modoc, Mono, Napa, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou, Sutter, Sonoma, Tehama, Trinity, Tuolumne, Yuba
11. Sacramento, San Joaquin, Stanislaus, Yolo
12. Monterey, San Benito, San Luis Obispo, Santa Barbara, Santa Cruz, Ventura

2. **Active or Passive Consent**

The recent changes to California Education Code 51938(b) allow districts to use passive consent for surveys of 7th through 12th grade students. However, passive consent is an individual district choice, and a district may retain the active consent provision for survey administration. Surveys at the 6th grade level will require active consent. CDHS/TCS believes it is premature to make a conclusion about the survey having passive or active consent. The evaluation plan should include both, addressing methods to increase participation if active consent is required in grades 7-12.

3. **Data Collection and Preparation Plan**

a. Instruments

The student tobacco survey instrument is to be based on prior survey instruments. Previous instruments are available at http://www.dhs.ca.gov/tobacco/html/Evaluation_Resources.htm. Survey instruments need to be comparable to past surveys and national surveys. The new survey instruments will be developed with input from CDHS/TCS and CDE and must contain a minimum core set of questions chosen by CDHS/TCS. Note that the survey instrument is to be the same for the middle and high school students.

The TUPE teacher, TUPE coordinator, and administrator surveys will also consist of a core set of questions based on prior instruments. The contractor is responsible for ensuring that questions in the survey instrument will allow inferences to be drawn about the implementation and effectiveness of the TUPE program in the schools.

The contractor will need to create the key informant interview instrument. The contractor will work closely with CDHS/TCS and CDE to design a survey instrument that has maximum utility for evaluation purposes and to CDE.

All survey instruments require input from key stakeholders, CDE, and CDHS/TCS to ensure that evaluation and surveillance needs are being met. The actual survey instruments are to be printed by the contractor. If desired, CDC can provide a standard answer sheet.

b. Data Collection and Quality Control Methods

The proposal must adequately describe the following:

(1) School participation: The methods to be used to maximize school participation, including the ability to track school/district responses and provide follow-up.
(2) Classroom selection: The methods to obtain a random selection of classrooms at the school, including the ability to track classroom participation and class size.
(3) Student participation: The methods to be used to obtain high student participation.
(4) The TUPE teacher, TUPE coordinator, and school administrator participation: The methods to be used to maximize participation rates among administrators and tobacco education teachers.
(5) Survey administration: The methods and protocol to administer the survey in the classroom.
(6) Confidentiality: The procedures used to ensure confidentiality and anonymity of respondent data.
(7) Interviewers: The methods used to recruit and train classroom interviewers because the contractor's agents, not a teacher, must administer the survey to the students.
(8) Management system: The methods used to control the large volume of questionnaires and answer sheets.

c. Data Preparation

The answer sheets will be sent to CDC to be scanned, edited, and weighted. CDC will then return the data to the contractor. The contractor is responsible for cleaning and analyzing the data to make inferences; consequently, the contractor must be able to understand the weighting methods used and be able to calculate variance estimates based on the sample design. Also, the contractor must produce the data on a CD-ROM and provide accompanying technical documentation, including codebooks, such that CDHS/TCS can distribute the data to other researchers.

d. Protection of Human Subjects

The research protocol must be submitted and approved by the Health and Welfare Agency, Committee for the Protection of Human Subjects. This will ensure "that research involving human subjects is conducted ethically and with minimum risk to participants."

e. Incentives

The current evaluation provides a $100 incentive for each classroom that participates in the survey, and CDHS/TCS would recommend this approach for schools with either passive or active consent. In addition, in schools requiring active consent, the current evaluation provides teachers a $40 incentive if 80 percent of the consent forms are returned, whether parents approved of participation or not, and another $20 if 90 percent or more of the consent forms were returned. We believe that these incentives have improved response rates for the CSTS. The evaluation plan needs to address methods to keep participation of schools and students high, or increase them. Incentives should be budgeted and included in the plan although not necessarily the structure described above.

C. ANALYTIC PLAN

The analytic plan should provide a description and explanation of how the data collected will be analyzed and interpreted to reach answers to the evaluation questions posed below, and for making inferences. This plan should include a conceptual framework for hypotheses and statistical methods to test them. Although sophisticated analyses are needed, in the interest of explaining the results to decision-makers, simpler methods are also desired. Lastly, describe how you intend to structure and communicate the results of your analyses in the required report to CDHS/TCS.

Evaluation Questions

The evaluation questions posed are similar to the proposed evaluation methods described in the evaluation plan section above.

1. How do the current California students compare to past California students on tobacco use, knowledge, and attitudes? How do the current California students compare to students in the rest of the U.S. on tobacco use, knowledge, and attitudes?

2. Are the relationships between inputs, such as TUPE funding and administrative support, related to the short-term outcomes? Are the short-term, intermediate, and long-term outcomes related and are they stronger based on their inputs? What is the relative strength of measured inputs compared to external factors? Are the measured inputs insignificant at enhancing the relationship in comparison to other external factors?

3. How do the schools in the state compare to the federal CDC guidelines for school-based programs and to USDE principles of effectiveness? Are the schools meeting the requirements of CDE and USDE in delivering prevention

education in the schools? How have TUPE programs and their implementation in California changed over time?

4. Is the level of TUPE implementation at a school related to differences in uptake of tobacco use over a two-year period? Is there a relationship between TUPE implementation and changes in student tobacco use, knowledge, and attitudes over a two-year period?

5. Using the key informant interviews: Are the LEAPs being followed? Do the appropriate personnel at the school know how TUPE is implemented at their school and are they satisfied with the programs? Is there support for the fidelity of science-based curriculum? What is the level of community involvement?

In addition, the analytic plan shall specifically describe a measure of TUPE implementation at a school. Methods to measure TUPE implementation should be based on various observational measures because funding for prevention of tobacco use comes from a variety of sources.

D. REPORTS AND DELIVERABLES

A plan for the development and delivery of products shall be described in the proposal. It is the intent of CDHS/TCS that the efforts by the contractor will result in products that have great utility to users. Therefore, the data collected and the products under this survey contract will not be proprietary information of the contractor - they will belong to the State for public use. The proposal should describe the plan for preparation of the deliverables, specify the contents, and set a timetable for the deliverables. The minimum requirements for contract deliverables are as follows:

1. An evaluation report on the TUPE program in the schools. The report shall discuss the findings from the analysis described in the analytic plan and answer the questions listed in that section as well as other pertinent questions found to be relevant to an assessment of program performance and impact.

2. Statewide and county/regional estimates, with 95 percent confidence intervals, of smoking prevalence, tobacco behaviors, knowledge, attitudes, and beliefs by gender, age, grade, smoking status (non-smokers and smokers), and by four race/ethnicity groups (Non-Hispanic White, African-American, Hispanic, Asian/Pacific Islander, and Others). The report should include frequency tables for responses to all questions and youth smoking and smokeless tobacco prevalence charts by gender, ethnicity, and grades for the state as a whole and for the 12 county/regions.

3. Data Set and Technical Documentation: The contractor will be required to deliver to CDHS/TCS on CD-ROM a data set, accompanying documentation and a technical report in a format which can be readily used and understood by

researchers and persons with statistical expertise for analyses and evaluation purposes. The data set should be in SAS or other standard data format. The documentation should include: a data dictionary with the names and locations of all variables in the data set; a description of data formats for all variables; a description of all relevant sample identifiers for analysis (sampling strata, sampled clusters, etc.); a description of all weights with a clear discussion of how they were computed; a technical report describing the methods used to collect the data; an analysis of the representativeness of the samples including a comparison of the demographics of the samples and the California and regional populations; discussion of the methods used to calculate the confidence intervals; and copies of the questionnaires. The data set, documentation, and technical report must be delivered to CDHS/TCS as the final deliverables. The contractor must expressly agree not to release any data until all deliverables are accepted by CDHS/TCS as satisfactory.

4. Public Access to the Database: It is the intent of CDHS/TCS that the database produced by this contract be readily available and used not only by CDHS/TCS but also other researchers for analyses and scholarly research. It is the intent of CDHS/TCS that the data set, documentation, and technical report become available to researchers as soon as they are determined to be acceptable by CDHS/TCS.

5. Progress Reports: The contract will call for quarterly teleconferences and two to three meetings on progress made in completing the work and meeting the established timelines so that CDHS/TCS can monitor the performance of the contract. Written progress reports shall be submitted twice a year in a format designated by CDHS/TCS.

III. GENERAL PROPOSAL INFORMATION

A. WHO MAY APPLY

1. Any public or private entity capable of conducting evaluations of this type and magnitude is eligible to apply for these funds.

2. State of California agencies, other than state universities, colleges, and community colleges, are not eligible to submit proposals.

3. Proposers may apply for these funds as a single agency or as a consortium of agencies. The consortium proposal is to consist of a primary contractor responsible for overall administration, coordination of the project, and one or more subcontractors.

4. Any agency, with the exception of universities and colleges, that receives funding from, or has an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company during the term of the contract, is not eligible for funding under this RFP. Agency certification to this effect is required on Attachment 6. See Appendix B for a partial list of tobacco company subsidiaries.

   With regard to universities and colleges, any Principal Investigator who within the last five years from the start date of the contract period, or during the term of the contract, receives funding from, or has an affiliation or contractual relationship with a tobacco company, any of its subsidiaries or parent company, is not eligible for funding under this RFP. The Principal Investigator's certification to this effect is required on Attachment 6.

B. CONTRACT PERIOD AND FUNDING LEVELS

1. A maximum of $800,000 is estimated to be available for this RFP. One contract will be awarded for a twenty-six (26) month period beginning May 1, 2005 and ending June 30, 2007. Proposals submitted must include a contract period for the entire 26 months.

2. Funding for this contract is dependent upon the availability of revenues from the Cigarette and Tobacco Surtax Fund and future legislative appropriations. If there are changes in the legislative mandates, court action, or other administrative changes affecting the project, the Scope of Work (SOW) shall be changed to comply with these actions. The contract may be terminated by CDHS/TCS upon a 30-day notice to the prime contractor.

C. RESERVATION OF RIGHTS

1. CDHS/TCS reserves the right to fund any or none of the proposals submitted in response to this RFP.

2. CDHS/TCS may waive any immaterial deviation in any proposal. The CDHS/TCS waiver of any immaterial defect(s) shall not excuse a proposal from full compliance with the contract terms if a contract is awarded. There is no guarantee that receiving a passing score (128 points or greater) will result in a contract award.

3. CDHS/TCS reserves the right to withdraw the award if an acceptable SOW, Budget, Budget Justification, and other CDHS/TCS required forms are not received by CDHS/TCS within 45 calendar days of being negotiated by CDHS/TCS and the awardee.

4. CDHS/TCS reserves the right to withdraw the award or negotiate the SOW and budget of any proposed service or activity or proposed project components.

5. Expenses associated with preparing and submitting a proposal are solely the responsibility of the agency and will not be reimbursed by CDHS/TCS.

6. The awardee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this contract for the acquisition, operations, or maintenance of computer software in violation of copyright laws.

D. CONTRACT TERMS AND CONDITIONS

Contract conditions will include the: 1) Standard Agreement form, 2) SOW, 3) Budget and Payment Provisions, 4) General Terms and Conditions (GTC 304). View or download at the Internet site: http://www.ols.dgs.ca.gov/Contracting&Info/default.htm, 5) Special Terms and Conditions, and 6) Additional Provisions, and other contract conditions that will be provided to the awardee prior to contract negotiations. Changes to this language will not be negotiated at any time during the negotiation process nor with the awarded contractor.

In addition, note the following:

Intellectual Property Rights

The State shall be the owner of all rights, title, and interest in, but not limited to, the copyright to any and all Works created, produced, or developed under a contract awarded from this RFP, whether published or unpublished. If successful in this RFP, you must comply with the Intellectual Property Rights language. Changes to this language will **not** be negotiated at any time during the RFP process nor with the awarded contractor. See Appendix C for the Intellectual Property Rights contract language.

E. RFP INFORMATION MEETING

An information meeting is scheduled for the purpose of reviewing the RFP requirements and for answering questions directly related to the RFP requirements. All costs incurred by individuals attending the information meeting are the sole responsibility of these individuals and will not be reimbursed by CDHS/TCS. The meeting is scheduled as follows:

Wednesday, November 3, 2004
1:30 p.m. to 3:30 p.m.
Department of Health Services
Feather River Room, 5th Floor, Room 74.551
1616 Capitol Avenue
Sacramento, CA 95814

NOTE: All attendees must check-in at the security guard station in the lobby.

*** For directions to CDHS/TCS and parking information, please visit: http://www.dhs.ca.gov/tobacco/ and select "Directions to TCS".***

F. PROPOSAL SUBMISSION REQUIREMENTS

(b) **Letter of Intent**

For the purpose of planning the RFP review process, all prospective proposers are encouraged to submit a letter notifying CDHS/TCS of the intent to submit a proposal. This letter is not binding, and proposers may elect not to submit a proposal. Submit one (1) signed letter of intent by **November 16, 2004**.
The letter of intent should be prepared on the proposer's letterhead, signed by an officer of the board, or their agent, and state the following: the name and number of the RFP under which the proposal will be submitted, and the estimated amount to be requested. Email documents will not be accepted. Mail or FAX the letter to:

California Tobacco Control Section
ATTN: Marjorie Rogers
California Department of Health Services
P.O. Box 997413, MS 7206
Sacramento, CA 95899-7413
FAX: (916) 449-5505

Clearly indicate on the outside of the mailing envelope or the FAX transmittal sheet, "In-School Evaluation of the TUPE Program," RFP 04-35738.

2. **Proposal Submission**

NOTE: All proposers agree in submitting a proposal that CDHS/TCS is authorized to verify any and all claimed information. All proposals received by CDHS/TCS are subject to the provisions of the "California Public Records Act" (Government Code Section 6250 et seq.) and are not considered confidential after completion of the selection process.

Submit one (1) signed original (clearly marked "original") proposal and eight (8) copies of the entire proposal. **Proposals and all required copies must be received by 5 p.m. on December 9, 2004, at CDHS/TCS.**

- **FAX copies will not be accepted**. It is the sole responsibility of the applicant to ensure that CDHS/TCS receives the required number of copies of the proposal by the above deadline.
- A late or an incomplete proposal will be considered non-responsive and will not be reviewed for funding.
- No changes, modification, corrections, or additions may be made to the proposal once it is received.
- Postmarks will not be accepted as proof of timely delivery.

Deliver completed proposals to CDHS/TCS, and clearly indicate "In-School Evaluation of the TUPE Program," RFP 04-35738 on the outside of the package or mailing envelope.

U.S. Postal Service (USPS) Delivery Address: If you submit a proposal through USPS, either regular or priority mail, send the package to the following address. **Private shipping companies DO NOT deliver to this address.**

CDIC/Tobacco Control Section
ATTN: Marjorie Rogers
California Department of Health Services
P.O. Box 997413, MS 7206
Sacramento, CA 95899-7413
"In-School Evaluation of the TUPE Program," RFP 04-35738

Hand Delivery or Private Shipping Company Address: If you deliver in person or submit a proposal using a private shipping company (e.g., UPS or FedEx) use the street address on the next page. **The U.S. Postal Service WILL NOT deliver ANY mail to the street address, including priority mail.**

CDIC/Tobacco Control Section
ATTN: Marjorie Rogers
California Department of Health Services
1616 Capitol Avenue, Suite 74.516
MS 7206
Sacramento, CA 95814
"In-School Evaluation of the TUPE Program," RFP 04-35738

G. REVIEW PROCESS

1. Review for Completeness and Compliance with RFP Requirements

Proposals will be date and time stamped upon receipt. Each proposal **received by CDHS/TCS by 5 p.m., on December 9, 2004,** will be reviewed for completeness and compliance with the information and instructions provided in this document. Proposals that do not comply with the requirements will be considered non-responsive and excluded from the review. Omission of any required document or form, failure to use the required format for response, or failure to respond to any requirement may lead to the rejection of the proposal prior to peer review. CDHS/TCS reserves the right to waive any deviations it considers to be immaterial.

2. Review Scoring and Funding Consideration

a. Proposal Scoring

Proposals will be evaluated by a committee assembled by CDHS/TCS. The Committee may include representatives of CDE, State epidemiologists, and survey research experts.

Proposals will be scored on a scale of 0 to 170 points. The maximum point value of each section is as follows:

(1)	Agency Capability	45 points
(2)	Project Narrative (85 points total)	
	• Evaluation Plan	30 points
	• Data Collection and Preparation Plan	25 points
	• Analytic Plan	25 points
	• Timeline	5 points
(3)	SOW	20 points
(4)	Budget Justification/Budget	20 points
		170 points

3. **Contract Award**

   a. Award of the contract will be to the responsive proposer, who earns the highest total score. CDHS/TCS will release the award decision on **January 11, 2005**.

   b. In the event that CDHS/TCS is unable to execute a contract with an initial successful agency, CDHS/TCS reserves the right to award a contract to the proposer that has earned the next highest score and has met the requirements specified in this RFP.

   c. In the event the contract is not accepted by the proposer with the highest score or a contract is awarded to the proposer with the highest score and later terminated, CDHS/TCS may enter into a contract with the available proposer having the next highest score in the review process for performance of remaining contract work.

   d. Optional Oral Interviews: CDHS/TCS reserves the right, at its sole discretion, to conduct oral interviews with the top ranking proposers to establish the capability of the proposer. If CDHS/TCS decides to conduct oral interviews, scoring criteria and instructions will be sent under separate cover to the qualifying proposers. If conducted, the oral interview will be the basis of further consideration of a contract award.

4. **Notification of Award Decision**

   All agencies that submitted a proposal for this RFP will be notified of the decision in writing and may receive, upon written request to CDHS/TCS, the consensus review tool summary page of the proposal, which provides the score and overall strengths and weakness of their proposal. If an oral interview and/or site visit are conducted, proposers may upon written request receive a summary of the reviewers' comments of their proposal.

H. APPEAL PROCESS

Only those agencies that submit a proposal consistent with the requirements of this RFP and are not selected may appeal. There is NO appeal process for proposals that are submitted late, non-compliant, or are incomplete. Proposers may not appeal their funding level. Letters appealing the final proposal selection must be **received no later than 5 p.m. on January 20, 2005, at the address indicated on the next page**. (FAX copies are acceptable. Email letters are not acceptable). Appeals shall be limited to the grounds that CDHS/TCS failed to correctly apply the standards for reviewing the proposal in accordance with the RFP. The appellant must file a written appeal, which includes the issue(s) in dispute, the legal authority or other basis for the appellant's position, and the remedy sought.

Appeals must be mailed or faxed to:

Donald O. Lyman, M.D., Chief
Division of Chronic Disease and Injury Control
California Department of Health Services
1616 Capitol Avenue, Suite 74.660
P.O. Box 997413, MS 7200
Sacramento, CA 95899-7413
FAX: (916) 449-5505
Appeal RFP 04-35738

Clearly indicate "In-School Evaluation of the TUPE Program," RFP 04-35738 on the outside of the mailing envelope or FAX transmittal sheet.

At his sole discretion, the Chief of the Division of Chronic Disease and Injury Control, or his designee, may hold an appeal hearing with each appellant. A decision will be made, either based on the combination of the written appeal letter, and the evidence presented at the hearing, or based on the written appeal letter if no hearing is conducted. The decision of the Chief of the Division of Chronic Disease and Injury Control, or his designee, shall be final. There is no further administrative appeal. Appellants will be notified of decisions regarding their appeal in writing within 15 working days of their hearing date, or the consideration of the written appeal letter, if no hearing is conducted.

I. CONTRACT NEGOTIATION

Following the contract award notification, contract negotiations will occur with the potential Contractor in a timely manner. CDHS/TCS reserves the right to reject and/or modify any proposed SOW core component(s). Following contract negotiations, the Contractor is required to submit a detailed SOW, Budget, and Budget Justification in accordance with CDHS/TCS requirements, which will become part of the formal contract. Upon completion and approval of these documents, the contract will be fully executed and work shall commence.

J. TENTATIVE TIMELINE

October 19, 2004	Release of RFP
November 3, 2004	Information Meeting: Sacramento
November 16, 2004	Letters of Intent due by 5 p.m.
December 9, 2004	**Proposals due by 5 p.m.**
January 11, 2005	Award decision posted
January 20, 2005	Appeal deadline
May 1, 2005	Contract period begins
June 30, 2007	Contract period ends

IV. ADMINISTRATIVE AND PROGRAM EXPECTATIONS

Agencies applying for these funds must have the technical expertise to successfully implement the proposed project activities and the administrative ability to manage state contract funds. It is the experience of CDHS/TCS that some proposers are unfamiliar with state procedures, requirements, and expectations. The following information is provided in order that the prospective proposers might assess their ability to enter into a binding contract with CDHS/TCS.

1. The Contractor must expend funds in accordance with the negotiated line item budget. If changes in line items, salary ranges, or staffing patterns need to be made, the Contractor must request a budget revision or a contract amendment depending on what needs to be changed in the budget. CDHS/TCS will determine whether or not to approve the requested changes.

2. The Contractor is reimbursed in arrears for actual expenses, which means the agency or individual incurs expenses and is then reimbursed by CDHS/TCS. The Contractor submits a monthly invoice for expenses incurred in the previous 30 days and then the State has up to 30 days to pay "prompt payment stamp" recipients and up to 45 days to pay others. This means that the Contractor must be able to cover at least 45 to 60 days worth of project payroll, indirect and operating expenses, and any expenses incurred by a subcontractor or consultant prior to reimbursement by the State. Additionally, the Contractor is to submit invoices to CDHS/TCS in a timely manner to ensure: 1) prompt payment of expenses, and 2) cash flow maintenance.

3. All data sets submitted to CDHS/TCS must be timely and in final form.

4. The Contractor must contact CDHS/TCS if it is having difficulties implementing the SOW or needs to make changes in the approved activities. The agency must be aware that it is legally bound to deliver the services as stated in the SOW. This includes conducting the stated number of activities, surveying the sample size, developing the identified survey instruments, etc. If changes need to be made in the SOW, the Contractor must contact CDHS/TCS to discuss the issue and request a SOW revision or contract amendment. CDHS/TCS will determine whether or not to approve the request. **If contract deliverables, including Progress Reports, are not completed satisfactorily, CDHS/TCS has the authority to withhold and/or recover payment of funds.**

5. The Contractor must have program staff with the appropriate training and experience to fulfill all program-related contract deliverables and to submit to CDHS/TCS timely, accurate, and complete deliverables and reports.

6. The Contractor must comply with the Competitive Grantee Administrative and Policy Manual. This manual will be incorporated by reference in the contract and, as such, will be a contract document. The manual will be made available to the Contractor.

7. The Contractor must be knowledgeable of standard payroll practices including State and Federal tax withholding requirements.

8. The Contractor must maintain accounting records that reflect actual expenditures including, but not limited to: accounting books, ledgers, documents; payroll records, including signed timesheets, etc.; following standard accounting procedures and practices that properly reflect all direct and indirect expenses related to this contract. These records shall be kept and made available for three (3) years from the date of the final contract payment.

9. The Contractor must obtain an annual, single, organization-wide financial and compliance audit. CDHS/TCS will reimburse the Contractor for its proportionate share of the audit expense.

10. The Contractor must obtain prior approval from CDHS/TCS before it is reimbursed for any purchase order, subcontract, or consultant agreement costing $5,000 or more. Three (3) competitive bids are required as well as other documentation of the bid process. This information, along with the proposed subcontract or consultant agreement, must be submitted to CDHS/TCS for approval prior to reimbursement of such expenses.

11. The Contractor must designate a person within its agency or organization to sign payroll time sheets, requisitions, and invoices.

12. The Contractor must maintain accurate records regarding project implementation which document the coordination with schools, number of schools and classrooms surveyed, the number of students, administrators, TUPE coordinators and teachers surveyed, etc. It is expected that these documentation records may include, but will not be limited to: logs, correspondence, datasets, tables, and summary reports. CDHS/TCS recommends that the Contractor set up documentation files indexed by major activities or deliverables. Documents should be filed as activities are completed.

13. The Contractor must have fiscal staff with the appropriate training and experience to ensure timely submission of accurate invoices, and maintain the fiscal integrity of the contract, as well as to fulfill payroll, accounting, and administrative procedures.

14. The Contractor and all subcontractors should be aware that the State shall be the owner of all rights, title, and interest in, but not limited to, the copyright to any and all Works created, produced, or developed, under a contract funded from this RFP,

whether published or unpublished. Appendix C contains the specific language that will be incorporated into the contract. The Contractor and subcontractors must comply with the Intellectual Property Rights language. Review Appendix C carefully. Changes to this language will **not** be negotiated.

15. Travel and per diem rates must not exceed those amounts paid to State non-represented employees. Additionally, out-of-state travel is not reimbursable without prior written approval by CDHS/TCS. Refer to Appendix D.

16. CDHS/TCS may withhold payment of invoices for lack of documented and/or timely progress, as well as any apparent non-compliance with contract requirements.

17. The Contractor must notify CDHS/TCS immediately if served with a subpoena or a California Public Records Request. Documents and data sets not approved by CDHS/TCS are considered works in progress and may not be subject to release.

V. PROPOSAL INSTRUCTIONS

A. GENERAL INSTRUCTIONS

1. **READ ALL INSTRUCTIONS CAREFULLY**. Re-check the proposal to ensure completeness.

2. The proposer must demonstrate an understanding of the services to be delivered under the intended contract, the capacity of the agency to carry out the services, and the ability to design and carry out efficient services that are reasonably budgeted. **Do not assume that the reviewers have prior knowledge of the past history of the agency or previous tobacco control programs/services administered by the agency.**

3. **DO NOT PROVIDE ANY MATERIALS THAT ARE NOT REQUESTED**. Any materials submitted that are not requested under this proposal will be discarded prior to proposal review, including pages that go over the maximum number in specified sections with page limitations.

4. Number each page of the proposal consecutively.

5. No less than font size 9 is to be used with Attachment 4, Scope of Work.

6. No less than font size 12 is to be used for all other sections of the proposal, and no less than ½ inch margins.

7. Folders and binders are **not** desired; securely staple the proposal in the upper left corner.

8. Attachments 1, 5, and 6 require a signature by the person authorized to legally bind the agency to the commitment outlined in the proposal. **Allow enough time to obtain these required signatures.**

9. Clearly indicate "In-School Evaluation of the TUPE Program," RFP 04-35738 on the outside of the mailing envelope.

B. ORGANIZATION OF THE PROPOSAL

Present the components of the proposal in the order listed below using the instructions provided on subsequent pages to complete each area, except for Proposal Checklist, Attachment 3, which you are not required to submit. View or download attachments and required forms at the CDHS/TCS web site:
http://www.dhs.ca.gov/tobacco/documents/In-School Evaluation attachments.doc

➢ 1. **Proposal Cover Sheet** (Attachment 1)

2. **Table of Contents** (Attachment 2)

3. **Proposal Checklist** (Attachment 3)

4. **Agency Capability** (No Attachment, 10 Page Limit)

5. **Project Description**

   a. Project Narrative (No Attachment, 25 page limit excluding Timeline and Organization Chart)
   b. Timeline (No Attachment, no page limit)
   c. Organization Chart (No Attachment, no page limit)

6. **Scope of Work** (Attachment 4, no page limit)

7. **Budget Justification/Budget** (No Attachment, no page limit)

8. **Additional Required Forms**

   ➢ a. Agency Documentation Requirements (Attachment 5)
   ➢ b. Certification of Non-Acceptance of Tobacco Funds (Attachment 6)

9. **Curriculum Vitae of Primary Professional Staff** (Appendix)

➢ **= Denotes the document requires a signature by the person authorized to bind the agency. Read the documents and allow time to obtain the required signatures.**

C. PROPOSAL REQUIREMENTS

1. **Proposal Cover Sheet** (Attachment 1)

   Item 1: Enter the legal name of the agency. The project name: In-School Evaluation of the Tobacco Use Prevention Education Program is completed. Enter the mailing address that will appear on any subsequent agreement. Enter the name of the county in which the applicant's primary headquarters is located. Enter the contact person's name, telephone number, FAX number, and email address. Enter the federal identification number of the agency.

   Item 2: The term of the agreement: May 1, 2005 to June 30, 2007, has been completed and is for 26 months.

   Item 3: Enter the budget amount proposed for the **entire agreement term.**

Item 4: The official authorized by the agency to sign on behalf of the agency must sign and date the certification statement provided. Also print or type the name and title of this individual.

2. **Table of Contents** (Attachment 2)

   Proposals must have a table of contents with page numbers referenced. Proposal sections must be presented in the sequence shown on the Proposal Checklist (Attachment 3).

3. **Proposal Checklist** (Attachment 3)

   The items included on the checklist are **required** to be submitted as part of the proposal and must be presented in the order noted on this form. **If any items are omitted from the proposal, the proposal will be considered incomplete and out of compliance with this proposal and will not be reviewed**. Complete the attached proposal checklist to ensure that all proposal attachments and required components are included.

   NOTE: The checklist is for your use to ensure a complete package. You are not required to submit the checklist as part of the actual proposal.

4. **Agency Capability** (No attachment provided, **10 page limit**) = 45 points

   Answer all of the following questions as they apply to the proposing agency and major subcontractors.

   a. Evaluation/Analytic Capabilities

      (1) Describe the primary purpose or function of the proposer, how long the agency has been in existence, the general range of functions the agency has experience in, and how long the agency has been involved in various functions.
      Scoring Criteria: The agency's primary focus or function has been evaluation or survey research for a minimum of five years.

      (2) Describe the agency's ability and experience in evaluating effectiveness of health promotion, behavior change, and interventions.
      Scoring Criteria: At least five years of experience in this area.

      (3) Describe the agency's experience and expertise in carrying out large-scale surveys covering knowledge, attitudes, and behaviors regarding chronic disease risk factors such as tobacco use. To include

but not limited to: questionnaire design, cognitive testing, pilot testing of survey instruments, sampling, data collection, and analysis.
Scoring Criteria: At least five years of experience conducting large scale evaluations.

(4) Describe the agency's existing relationship with an education infrastructure. Include any current and past contractual relationships with schools, or the nature of those contracts, and the extent to which any contractual relationship with a state department of education may influence (e.g., facilitate or hinder) work on this survey, data analysis, reporting, confidentiality issues, etc.
Scoring Criteria: At least four years of experience working in schools, and demonstration that past or current fiduciary relationships will not influence implementation of thus evaluation, including data analysis.

(5) Describe the agency's ability and experience in collecting data compatible with other state and national data.
Scoring Criteria: Evidence of peer reviewed publications by the principal investigator comparing state and national data.

(6) Describe the agency's ability and experience in conducting longitudinal studies, including design, sampling, data collection, and analysis.
Scoring criteria: Evidence of studies or peer reviewed publications that used a longitudinal design.

(7) Describe the agency's experience and expertise in assessing school program planning and implementation, including but not limited to, the extent of curriculum use, fidelity of curriculum use, and parental involvement.
Scoring criteria: Evidence of peer reviewed publications or at least two years experience in assessing school program planning and implementation.

(8) Describe the education and experience of the primary proposed professional staff, full-time and part-time, and identify who will be involved in what work, with descriptions of duties and qualifications. Describe relevant surveys and publications previously performed by the principal investigator/project director and/or principal investigator/project director of subcontractors. Attach curriculum vitae of primary professional staff as an appendix.
Scoring Criteria: Professional staff will be qualified to conduct the SOW as demonstrated by their training, experience and publications; and that their time dedicated to this contract is adequate to achieve the expected quality, quantity, and timeliness of deliverables.

b. Administrative Capabilities

(1) Describe the agency's history in the last three years managing agreement funds. Describe the funding agency, the amount received, and how the agreement(s) was managed, i.e., were the agreement deliverables accomplished in a timely manner, were invoices timely and accurate, and were fiscal records in good standing?
Scoring Criteria: Demonstrate at least three years of satisfactory performance administering fiscal programmatic management of government agreement funds, including timely and accurate submission of fiscal and program documentation, subcontractor documentation, completion of deliverables, which are timely and satisfactory to the funder.

(2) Describe the agency's internal audit history in the past two years. Describe the frequency of audits, date of last audit, and a summary of the major findings from the last audit. If there were any negative findings, discuss corrective actions to address the findings.
Scoring Criteria: Demonstrate a history of acceptable fiscal audits.

(3) Indicate if the agency has been audited by a State agency within the last two years. If yes, list: a) the name of the State agency; b) State agency contact person and telephone number; c) the year the audit was conducted; and d) the outcome of the audit. CDHS/TCS reserves the right, at its sole discretion, to follow up with the contact person by telephone to confirm the audit history.

(4) Equipment
Due to the limited availability of funds for this RFP, the Equipment Category will be limited to software purchases only. Therefore, agencies must have adequate equipment available for the use in this proposed project.

Describe the office and computer equipment the applicant has available for use in this project. Include in the description: a) the number and type if equipment available, e.g., desks, chairs, typewriters, facsimiles machines, personal computers, printers, etc.; b) whether or not the computers have modems and communications software; c) the software packages your agency uses for word processing, spreadsheets, databases, etc.; and, d) approximately when the computer equipment was purchased, and its availability for use in this project, if funded.
Scoring Criteria: Demonstrate adequate office equipment resources for all staff including updated computer equipment and software that are available for use on the project.

5. **Project Narrative** (No attachment provided, **25 page limit excluding Timeline and Organization Chart**) = 85 points total

   a. Describe specifically how you will carry out this project, including all research questions and hypotheses, variables of interest, methods, and plan. The description should provide substantial detail addressing the questions, issues and components outlined in **Section II, Statement of Work**. Organize the Project Narrative into the following sections: Evaluation Plan (30 points), Data Collection and Preparation Plan (25 points), and Analytic Plan (25 points). The description should state the staff positions or subcontractors responsible for performing the planned work.
   Scoring Criteria: Provides meaningful and pertinent research questions and hypotheses; demonstrates efficient and appropriate survey methods for school settings; provides thorough description of data collection instruments and protocols, sampling methods, sample size, interviewer training and inter-coder reliability, data management, quality assurance, and data preparation. Proposes a sophisticated analytic plan that will provide statewide results, comparisons to national and state standards, comparisons over time and to national data, and interpretation of data that are relevant to CDE programmatic goals and strategies. The analytic plan should include, but is not limited to, how comparisons will be made, and proposed statistical analyses and models.

   b. <u>Timeline</u> = 5 points (No attachment provided) (No page limit)

   Prepare a timeline that identifies completion dates for the major activities and deliverables of this project. The purpose of the timeline is to concisely summarize the steps required for the deliverables. The deliverables should include, but not be limited to: survey instrument and pilot test results, description of sampling plan, survey protocol, institutional review board approval, survey schedule, surveyor recruitment and training, final data set, analyses and preliminary report, and final report.
   Scoring Criteria: Timeline includes all major activities and deliverables in appropriate timeframes for the 2005-06 school year.

   c. <u>Organization Chart</u> (No attachment provided) (No page limit)

   Provide an agency organization chart that indicates lines of authority and reporting relationships. Provide any supplemental information that defines how staffing will be organized to support major evaluation project components to clarify for reviewers which staff members will support the various project components.

6. **Scope of Work (SOW)** = 20 points (No page limit)
(Attachment 4, electronic template also located on
http://www.dhs.ca.gov/tobacco/documents/In-School Evaluation attachments.doc

The SOW provides the basis for agreement negotiations, and along with the Budget, becomes a legally binding document. The SOW is referenced in the agreement and is the "road map" that provides the direction, activities, expected outcomes, and deliverables of the project. The approved SOW and any subsequent revision is incorporated and made part of the agreement. The SOW can only be changed with prior approval from CDHS/TCS.

All work mentioned in the Project Narrative needs to be summarized in the SOW, and information provided in the Narrative is to be consistent with information in the SOW, e.g., sample sizes. The Budget and Budget Justification should closely correspond to SOW activities, deliverables, staffing, subcontracts, and timelines.

Complete the SOW using the following instructions. Refer to Attachment 4 for a blank form and Appendix E for a sample SOW. A complete format/template is available on the CDHS/TCS website at:
http://www.dhs.ca.gov/tobacco/documents/In-School Evaluation attachments.doc

Note: When completing the SOW using the template provided on the web page, do **not** attempt to number the pages. Although page numbers do not appear on your computer screen, they are automatically tabulated and appear correctly when the form is printed.

a. Header Information

   The header information must be included on every page. Include your agency name. The agreement number, 04-35738, has been provided. (Note: these two fields do not show up on the attachment or appendix sample, but the fields are available on the template located on the website). The Project Name, In-School Evaluation of the Tobacco Use Prevention Education (TUPE) Program, has been provided. The Revision Date, December 9, 2004, has been provided. Leave Report Period blank.

b. Column 1: Objectives/Activities

   Objective: Enter sequentially the time-limited objectives related to the project components (i.e., Evaluation Plan, Data Collection and Preparation Plan, Analytic Plan, Reports and Deliverables).

Activities: Following each objective, describe the activities to be conducted to achieve the objective. Use an annotated outline format in chronologic order to describe the activities, and include the following:

- What will be done (e.g., data collection instrument development, data collection methods, sampling methods, data management, quality assurance, data analyses, collaboration activities, report preparation, and delivery of data sets to CDHS/TCS).

- How much will be done (ranges are acceptable). Quantify the amount of work to be performed in order to justify the budget request. Indicate the length and frequency of activities, as appropriate.

- Where activities will occur (e.g., location of data collection).

c. Column 2: Copyright ©

Place a copyright sign (©) next to each deliverable that is subject to copyright laws. This includes data collection instruments and protocols, educational materials and reports. Refer to Appendix C for more information regarding copyright of materials produced and Intellectual Property Rights.

d. Column 3: Percent Deliverable

A deliverable reflects tangible products and services developed or conducted under the agreement, such as survey instruments and protocols, data collection and analysis, and reports. Planning steps, attending meetings, staff hiring processes, etc., are not deliverables. For each deliverable, indicate the programmatic value with a percentage that reflects staff and budget resources used to produce that deliverable (inclusive of staff time and proportional support costs, and subcontracts as appropriate).

The total of the percentages assigned in the SOW must equal 100 percent, and no project deliverable may be assigned a percentage of less than 0.5 percent. Deliverables specified in the SOW must fully meet Section II, Statement of Work in order for the Contractor to receive the maximum award negotiated with CDHS/TCS.

At the end of the agreement, CDHS/TCS will analyze whether any deliverable was not fulfilled in its entirety, or the quality of it was unsatisfactory, and may reduce the maximum amount payable to the Contractor accordingly. The percentage assigned to each deliverable should be determined carefully, as it is used to help determine the maximum amount the Contractor should be paid at the end of the agreement term.

e. Column 4: Start/End Date

Provide a time frame by giving a start and end date for each activity (e.g., 05/05 – 12/05, 07/06 – 06/07).

f. Column 5: Who is Responsible

Indicate the staff position, subcontractor, or consultant responsible for each activity. The positions must correspond to the position titles used in the Budget Justification. You may abbreviate position titles (e.g., RS for Research Scientist).

g. Column 6: Tracking Measures

List the items used to document and verify that project activities are completed. The SOW should include, but not be limited to the following deliverables: survey instrument and pilot test results, description of the sampling plan, survey protocol, institutional review board approval, survey schedule, survey recruitment and training documents, final data set, analyses and preliminary report, and final report. Additional examples of other tracking measures include number of interviewers trained, record of coordination with schools, survey logs, and number of student or faculty surveys administered.

h. Columns 7-8: For Progress Report Use Only

Leave blank.

Scoring Criteria: Funding preference will be given to the agency that most closely addresses the criteria below:

- Overall, the SOW provides a well-organized and detailed "road map" of the project that describes:
  - What will be done;
  - How much will be done;
  - Designation of CDHS/TCS copyright on products;
  - The percentage of effort appropriated to complete deliverables;
  - Timeline for completion of major activities;
  - Staff, subcontractors, or consultants responsible for the activities; and
  - Appropriate tracking measures.

- Reflects all elements of the Section II, Statement of Work, and assigns appropriate percent deliverables to support achievement of the objectives.

- Provides sequential and realistic activities in terms of quantity, scientific rigor, and effectiveness to achieve the objectives in the time period.

- Provides appropriate survey research methods, data management and quality assurance methods, and a thorough analytic plan.

7. **Budget Justification/Budget** (No attachment provided)
(no page limit) = 20 points

   Funding preference shall be based on the following criteria:

   - Proposal reflects a budget that appears reasonable for the quality and quantity of activities in the SOW.

   - Proposal reflects personnel salaries and consultant costs that are consistent with comparable State Civil Service positions, or if higher, are justified in terms of additional training, experience, publications, or other qualifications that would add value to the project.

   - Proposal reflects a reasonable staff and staffing pattern necessary to complete the scientific and administrative responsibilities of the project.

   - Proposal reflects operating expenses that appear reasonable for the quality and quantity of activities in the SOW.

   - Proposal reflects a Budget Justification that contains the level of detail required by the RFP instructions, including adequate justification for the expenditures associated with the activities in the SOW.

   a. <u>Budget Justification General Instructions</u>

      The Budget Justification: 1) describes and justifies the expenditures associated with the activities in the SOW, and 2) helps CDHS/TCS evaluate the SOW and Budget. Please refer to Appendix F for the required Budget Justification format. This format is required to maintain a standardized review and audit trail. Please note – this is only a sample of how to complete the Budget Justification – all figures in the sample are fictitious.

      The Budget Justification must be a realistic depiction of the expenses for this agreement period. The agreement term is for twenty-six (26) months and is anticipated to be effective from May 1, 2005 to June 30, 2007.

      When preparing the Budget Justification, take into consideration changes that may occur due to programmatic or administrative needs, i.e., personnel increases/decreases throughout the budget periods, etc.

Budgets must be prepared and spent on a fiscal year (FY) cycle as required by the State Department of Finance. Funds not spent in one FY will not be available for use in the following FY(s). It is imperative that your agency prepares realistic and accurate FY Budgets based on the timelines and activities in your SOW.

b. Budget Justification Format

Prepare one Budget Justification for the entire period. Only use whole numbers and round to the nearest dollar. After the Budget Justification has been completed, transfer the totals to the Budget page.

The Budget Justification instructions provide information on standard line item expenses within each of the categories. However, additional line item expenses may be added based on the SOW needs and activities of the proposed project. See Appendix F, Budget Justification Sample.

The Budget Justification must consist of five (5) columns: 1) one narrative column that provides the information requested below for each of the category and line items, 2) three columns depicting the category and line item expenses for each FY period, and 3) one column that displays the Total Expenses.

(1) **Personnel Costs**

This category of the Budget Justification provides detail on the following:

(a) Position Title:

List all position classifications or functional titles for positions for this contract. Management and fiscal personnel (e.g., Executive Director, Deputy Director, Attorney, Bookkeeper, etc.) budgeted at less than ten percent should not be included in the Personnel Costs category, but should be included in the Indirect Expenses category. Any applicant having an established policy that includes such positions in the Personnel Costs category shall so indicate and attach a copy of the policy to the Budget Justification.

(b) Salary Range:

Identify the actual salary range and the frequency of pay periods (monthly, semi-monthly, bi-weekly, weekly, hourly) for each position. The salary range shall reflect the frequency that the employee is actually paid. Do not use annual salaries. Whether part-time or full-time, enter the low-end and high-end of the full-time salary range for each position listed. Make sure the high-end of the salary range allows for any anticipated salary increases (e.g., performance or merit salary adjustments) for each position. Examples of actual salary ranges are: $3,000-$4,100 per month, $1,500-$2,050 per semi-monthly pay period, $600-$750 per bi-weekly pay period, $300-$375 per week, $15-$20 per hour, etc.

Pursuant to Section 3.17.1 of the State Contracting Manual, salaries paid to agency staff shall not exceed those paid to State personnel for similar positions/classifications. See Appendix G for a listing of Comparable State Civil Service Classifications. **If any proposed salary exceeds the State personnel salaries, justify the reason and necessity for the higher rate. Any such justification will receive close review by the State, and must be approved in writing by the State. CDHS/TCS may request additional information during contract negotiations.**

(c) <u>Percent of Time</u>:

For each position indicate the percent of time, in whole numbers, or the total hours per pay period. For example, a full-time, bi-weekly employee is 100 percent time, a bi-weekly employee who works 20 hours of a 40-hour workweek is 50 percent time. For hourly employees estimate the total number of hours per pay period (allow for low and high working cycles). If the amount of time for some positions varies from month to month, enter a percent of time **range** (e.g., 30-40 percent, or 10-20 hours per pay period, etc.).

(d) <u>Pay Periods</u>:

Indicate the number of pay periods for which payment shall be claimed. Pay periods are defined as follows:

Monthly = 12 pay periods per year
Semi-monthly = 24 pay periods per year
Bi-Monthly = 26 pay periods per year
Weekly = 52 pay periods per year
Hourly = "X" number of hours per pay period *(do not use percents of time if a position is paid hourly).*

(e) <u>Description of Duties</u>:

Provide a brief description of the duties, responsibilities, and activities to be performed by each position in support of this agreement.

(f) Amount Requested:

Calculate and list the dollar amount requested for each position. (Salary X percent of time X number of pay periods = Total for position).

NOTE: The total amount requested cannot be:

- ***Less than the lowest dollar amount computed by multiplying the low-end of the salary range by the low end of the percent of time by the lowest number of pay periods, or***

- ***Greater than the highest dollar amount computed by multiplying the high-end of the salary range by the high-end of the percent of time by the highest number of pay periods.***

(g) Total Personnel Costs:

Add all personnel position dollar amounts requested in support of this contract to compute the Total Personnel Costs.

(2) **Fringe Benefits**

Refer to Appendix H, Contract Uniformity, for specific allowable Fringe Benefits. Please note that Fringe Benefits **do not** include employee leave (e.g., annual leave, vacation, sick leave, holidays, jury duty, and/or military leave training), as these are to be included in each position's salary. List the benefits that your agency provides. If applicable, identify positions that will not receive benefits with an asterisk (*). List the percentage rate and the dollar amount requested for Fringe Benefits. If the percentage rate for benefits differs for various positions, indicate the low and high range (e.g., approximately 20 to 25 percent).

Total Personnel Expenses: Add the Total Personnel Costs and Fringe Benefits to compute the Total Personnel Expenses.

(3) **Operating Expenses**

NOTE: Items (a) and (b) below must appear in every Budget Justification. If there are no expenses related to these line items, please enter zero.

(a) TCS Communications Network (PARTNERS):

All funded Contractors are **required** to budget for this item and are required to obtain and maintain an active Policy Advocacy Resource Tobacco Network Education Response System (PARTNERS) account. While there is no charge to CDHS/TCS Contractors for the PARTNERS' subscription, your agency must budget for an Internet access provider. Internet access fees are generally $20 to $60 per month. If you choose not to budget for this line item, as the Contractor you must provide an explanation as to how you will access PARTNERS (i.e., agency has local area network with automatic access to the internet).

(b) Space Rent/Lease:

Provide the total number of square feet to be charged to this agreement and the cost per square foot for personnel/office space. Allow for any anticipated rate increases during the agreement term. Multiply these figures by the number of months in the Budget period to obtain the subtotal.

- Personnel/office space: Square footage shall not exceed 150 square feet per full-time equivalent (FTE) plus reasonable square footage for shared space such as conference rooms, storage space, etc.

  Provide the total number of square feet and the budgeted amount to be charged to this agreement. Consider any rate increases during the agreement term. If the total square footage per FTE exceeds State standards, then justify the need for the additional space.

  Example:

  2 staff X 150 sq. ft. X $1.00/sq. ft. X 02 mo. = $ 600
  2 staff X 150 sq. ft. X $1.25/sq. ft. X 12 mo. = $4,500
  2 staff X 150 sq. ft. X $1.50/sq. ft. X 12 mo. = $5,400

  Total for 26 mos. = $10,500

(c) General Expenses:

Include in this line item expenses for Office Supplies, Postage, Duplicating, and Communications.

(i) *Office Supplies:* This expense is for general office supplies (e.g., pens, pencils, paper, etc.). Equipment, travel expenses, etc., are not considered office supplies.

(ii) *Postage:* This expense is for postage for correspondence and other materials.

(iii) *Duplicating:* This expense is for “in-house” duplicating and reproducing. The duplicating is internal and routine, usually for small office jobs. This can include the proposer’s share of the agency’s copy machine usage. It can also include copier maintenance agreements, copier supplies such as paper, toner, etc. (Duplicating supplies such as paper, and toner may be included in either the Office Supplies line item or the Duplicating line item, but should not be included in both.)

(iv) *Communications:* This expense refers to the installation and any monthly charges related to the telephone system including any 1-800 phone numbers and FAX line costs, etc. **Cellular phones and monthly access fees are not authorized for this agreement**. Pagers and monthly fees will be considered on an individual basis and are dependent upon the need of the applicant and approval of CDHS/TCS.

Total General Expenses: Add Items (i) through (iv) to compute the Total General Expenses.

(d) <u>Printing</u>:

Printing refers to the costs for printing and reproduction; this is usually for larger jobs completed by outside vendors, e.g., brochures, leaflets, posters, forms, surveys, flyers, special mailings to participating schools, etc.

(e) <u>Equipment Rental</u>:

List all rental equipment, quantify each item, and provide for each item the monthly rental rate, number of rental months, and the approximate dollar amount as required for the agreement term. Examples of rental items are computer and office equipment.

NOTE: “Renting/Leasing to own, Purchase/Leaseback, and Lease/Purchase” of equipment is not allowed.

(f) Audit Expenses:

The Contractor is required to conduct an audit in accordance with the requirements specified in the Federal Office of Management and the Budget (OMB) Circular A-133, entitled "Audits of States, Local Governments, and Non-Profit Organizations." The Budget amount should represent the proportionate amount of this agreement in relationship to your business' total revenue. For example, if this agreement represents ten percent of the business' total revenue, then this agreement would be responsible for no more than ten percent of the total annual audit costs. In the justification, provide the dollar amount allocated for the audit, how you arrived at this figure, the percentage this agreement represents of your business' total revenue, and identify the FY in which you operate (e.g., July 1 through June 30). **When combined, this Audit Expense line item plus the Indirect Expenses line item must not exceed 25 percent of your Total Personnel Expenses (Personnel Costs plus Fringe Benefit line item amounts).** Proposers choosing not to allocate funds for audit purposes must provide a written justification indicating how they intend to comply with the audit requirement.

(g) Continue to add line items if needed, numbering sequentially following Audit Expenses. Please list them individually and be specific. Provide enough information to justify each additional line item.

Total Operating Expenses: Add all Operating Expense line items in order to compute the Total Operating Expenses.

(4) **Equipment Expenses**:

Due to the limited availability of funds for this RFP, the Equipment category will be limited to software purchases only. Software purchases will be considered on an individual basis and will depend upon the need of the proposer and approval of CDHS/TCS.

List all software purchases, quantify each item, and provide the approximate dollar amount. Justify the need for each software purchase.

(5) **Travel/Per Diem and Training**:

Travel and training are to be consistent with the needs of the evaluation project and supportive of the SOW. **Travel is reimbursed at the current State Department of Personnel Administration (DPA) rates.**

See Appendix D, Travel Reimbursement Information. Additionally, State funds may not be used for out-of-state travel, per diem and training/conferences without prior written approval by CDHS/TCS.

NOTE: The following line items must appear in every Budget Justification in the order presented here. If there are no expenses related to these line items, enter zero.

(a) Project Travel/Training:

(i) *Project Travel:* Includes airfare, meals, lodging, incidental expenses, and mileage which are necessary to implement your SOW (e.g., to conduct school surveys, to attend local meetings or trainings, etc.). Provide the approximate dollar amount requested for project travel that is directly related to completion of the SOW.

(ii) *Project Training:* Includes registration fees for staff development or any other additional training events for professional and clerical staff necessary for the completion of activities in the SOW. Training may include courses on computer software, meeting facilitation, planning, leadership, etc. Provide the dollar amount requested for project training costs that are related to completion of the SOW.

(b) Optional CDHS/TCS Travel/Training:

There are no optional CDHS/TCS Travel/Trainings applicable to this RFP process; therefore, place a $0 in this sub-line item in the budget justification.

(c) Required CDHS/TCS Travel/Training:

(i) *Face-to-Face Meetings with CDHS/TCS:* Budget for the Project Director and one project staff member to attend two to three face-to-face meetings over the term of the agreement. It is anticipated that one meeting will be held in FY 2005-06 and two meetings will be held in FY 2006-07. All meetings will be held in Sacramento, California. Meeting topics may include survey development, discussion of survey findings, and discussion of presentation of survey findings at various meetings/conferences.

Budget $375 per person for a maximum of two people to attend. The $375 for travel/per diem includes one night of lodging and airfare.

(ii) *Project Directors' Meeting (PDM):* This is typically a two- to three-day conference for two to three program staff. Budget this expense in FY2005-06. The PDM is expected to be held in Sacramento, California.

Budget $1,200 per person ($1,000 for travel/per diem and $200 for registration) for a maximum of two to three program staff to attend.

(iii) *Evaluation Task Force Meetings:* This annual meeting is typically a two-day meeting for contractors to discuss their findings to a group of elite evaluators that advise CDHS/TCS. The Contractor awarded will attend this meeting in FY 2006-07 only.

Budget $750 per person for a maximum of two people to attend. The $750 for travel/per diem includes two nights of lodging and airfare.

(d) Out-of-State Travel:

Identify any possible out-of-state trips. Include the amount budgeted, number of staff, and purpose. All out-of-state travel not approved through this budget process will require written CDHS/TCS approval. However, final approval of any out-of-state travel will be contingent upon participating in the conference as a presenter, panel member, speaker, etc. The following out-of-state travel is optional during this agreement term:

(i) *World Conference on Tobacco or Health* ***(optional)***

Agencies budgeting for this conference must be session presenters at the conference in order to attend. Agencies must submit to CDHS/TCS the documentation from the National Conference Committee to verify agency participation.

Budget $1,700 per person ($1,100 travel/per diem and $600 registration) for one to two staff to attend the World Conference on Tobacco or Health. The Conference will be held in Washington, D.C., on July 12-15, 2006. Expenses could be incurred in both FY 2005-06 and FY 2006-07. Estimate for airfare and registration in FY 2005-06 and hotel and per diem in FY 2006-07.

(ii) *World Conference on Tobacco or Health* ***(optional)***

Budget $1,400 per person ($1,100 travel/per diem and $300 registration) for one to two program staff to attend the National Conference in FY 2006-07. The location for this conference in FY 2006-07 has yet to be determined.

Total Travel Expenses: Add all Travel Expense line items in order to compute the Total Travel Expenses.

(6) **Subcontracts and Consultants**:

(a) Subcontracts are usually for long term projects needing salaried positions, indirect costs, etc. The subcontractor must provide a specialized task that is directly related to the evaluation project's activities (e.g., classroom interviewers). The subcontractor's salary must not exceed those paid to State personnel for similar positions/classifications. See Appendix G for a list of Comparable State Civil Service Classifications.

CDHS/TCS must review and approve subcontract agreements costing $5,000 or more prior to reimbursement. Subcontractor Indirect Costs shall not exceed 25 percent of their Personnel Expenses (Personnel Costs plus Fringe Benefit line item amounts).

(b) Consultants are individuals whose level or area of expertise relating to evaluation project activities extend beyond that possessed by the applicant's staff. Typical services provided by a consultant are advice on programmatic issues (e.g., group facilitator, in-service training, program design and development, program evaluation, etc.). At no time should a consultant's fee exceed the fee of a comparable State Civil Service Classification, inclusive of all costs, but excluding travel/per diem. The rate should be commensurate with the consultant's level of training, expertise and national recognition. **Every effort must be made to negotiate the lowest possible cost**. Refer to Appendix G for a list of Comparable State Civil Service Classifications. Consultants listed in the Budget Justification must also be referenced in the SOW.

For each consultant, provide the consultant name (or descriptive title if consultant is unknown), hourly rate, number of hours to be worked (e.g., per week, per month, per year, etc.), total cost, and description of activities to be performed.

CDHS/TCS must review and approve consultant agreements costing $5,000 or more prior to reimbursement.

- If Subcontractor/Consultant is Known: Provide the name of the individual or entity, description of activities to be performed, period of time, and total cost for services. Subcontractors listed in the Budget Justification must also be referenced in the SOW.

- If the Subcontractor/Consultant is Unknown: Indicate the generic title, (e.g., survey group, Evaluator, etc.), and provide a narrative that describes the activities to be performed, and the amount. Subcontractors listed in the Budget Justification must also be referenced in the SOW.

Total Subcontract/Consultant: Add all subcontract and consultant line item amounts to compute the Total Subcontract/Consultant.

(7) **Other Costs**:

(a) Incentives are awards provided to intervention schools and survey participants to ensure survey maximum response rates. The current method of providing incentives for the in-school evaluation surveys is to provide the participating schools with $100 incentive per classroom. In addition, teachers receive $40 if 80 percent of the consent forms are returned (whether parents approved of participation or not) and another $20 if 90 percent or above of the consent forms are returned (whether parents approved of participation or not). Incentives should be budgeted and included in the SOW although not necessarily the structure described above.

Make sure incentive items listed in the Budget Justification are also referenced in the SOW. Briefly describe the incentive plan, award levels and type (monetary or a purchased item), and the total budgeted amount.

(b) This category allows for additional line item expenditures that otherwise are not listed in this sample Budget Justification. If you use additional line items under Other Costs, list them individually and be specific. Provide enough information to justify each additional line item. All expenditures for items listed under this category must relate to activities in the SOW. Provide justification and the amount requested for each additional line item expenditure.

Total Other Costs: Add all line item amounts in this category to compute the Total Other Costs.

Total Direct Expenses: Add Total Personnel Costs, Total Operating Expenses, Equipment, Travel/Per Diem and Training Expenses, Total Subcontracts, and Total Other Costs to compute the Total Direct Expenses dollar amount requested.

(8) **Indirect Expenses**:

Indirect Expenses are defined as expenses not directly associated with the agency's deliverables, and **shall not exceed 25 percent of the Total Personnel Expenses line item dollar amount (Personnel Costs plus Fringe Benefits)**. Examples of Indirect Expenses are: management and fiscal personnel (e.g., Executive Director, Deputy Director, Attorney, Bookkeeper), bookkeeping and payroll services, utilities, building and equipment maintenance, janitorial services, insurance costs, and any expenses related to the mandatory annual Financial and Compliance audit, if not included in the Operating Costs category.

Identify and list all Indirect Expenses to be charged to this agreement, and determine the dollar amount proposed. Calculate the Indirect Expenses Percentage Rate (divide the dollar amount requested for Indirect Expenses by the dollar amount requested for the Total Personnel Cost). List the calculated percentage range for Indirect Expenses and the total dollar amount requested.

Note: Costs associated with the annual Financial and Compliance Audit may either be budgeted in this line item or budgeted in the Audit line item. If audit costs are budgeted in the Audit Expense line item, the Audit Expense line item plus the Indirect Expenses line item must not exceed 25 percent of the of the Total Personnel Costs line item.

Total Expenses: Add items (1) – (8) to compute Total Expenses.

c. Budget Page Instructions

(1) **General Budget Instructions**:

The Budget Sample, Appendix I, is a summary of the expenses described in the Budget Justification. It must be realistic, cost-effective, and appropriate to the proposed SOW. The Budget is the controlling mechanism for expenditures and the basis for approval of invoices.

Prepare one Budget page that reflects the individual budgets for each FY of the agreement term. Using the required Budget format provided in Appendix I, Budget Sample, transfer the figures from the Budget

Justification for each of the FYs. Only use whole numbers and round to the nearest dollar. The approved Budget will be incorporated into the agreement.

(2) **Budget Page Format**:

(a) The Budget must be a realistic depiction of proposed expenditures. Prepare one budget page for each of the following periods of time. See Appendix I, Budget Sample:

May 1, 2005 to June 30, 2005;
July 1, 2005 to June 30, 2006; and
July 1, 2006 to June 30, 2007.

(b) Each of the Budget pages must contain all eight (8) expense categories:

1. Personnel Costs;
2. Fringe Benefits;
3. Operating Expenses;
4. Equipment Expenses;
5. Travel/Per Diem and Training;
6. Subcontract/Consultant;
7. Other Costs; and
8. Indirect Expenses.

- **Prime Contractor (the proposing agency): The maximum indirect expense is 25 percent of Total Personnel Expense (includes total Personnel Costs and Fringe Benefits).**

- **Prime Contractor's Subcontractors: The maximum indirect expense is 25 percent of Total Personnel Expense (includes total personnel and fringe benefits).**

(c) Provide only one Budget page for each FY. If you are unable to itemize the entire complete category on the one page, you are to establish an attachment page, i.e., Attachments I(a), I(b), or I(c). Examples of categories that may require an attachment page are: Personnel, Subcontract/Consultants, and Other Costs categories. Refer to Appendix I for samples of the correct RFP Budget format required.

d. Additional Required Forms

Attachments 5 and 6 require completion/signature by the person authorized to bind the agency. View or download attachments and required forms at the internet site:
http://www.dhs.ca.gov/tobacco/documents/In-School Evaluation attachments.doc.

(1) **Agency Documentation Requirements** (Attachment 5).

(2) **Certification of Non-Acceptance of Tobacco Funds** (Attachment 6).

e. Appendix

Include the Curriculum Vitae of primary professional staff as indicated on page 25 of this RFP.

VII. TABLE OF CONTENTS FOR ATTACHMENTS

ATTACHMENT **PAGE**

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ATTACHMENT 1

PROPOSAL COVER SHEET
IN-SCHOOL EVALUATION OF THE
TOBACCO USE PREVENTION EDUCATION PROGRAM
RFP 04-35738

1. **AGENCY INFORMATION:**

Agency Name ______________________________

Project Name In-School Evaluation of the Tobacco Use Prevention Education Program

Mailing Address ______________________________

City ______________________________ Zip ____________

County ______________________________

Contact Person's Name

Telephone ( ) ____________________ FAX ( ) ____________________

E-mail ______________________________

Federal Identification Number ______________________________

2. **TERM OF AGREEMENT:** 05/01/05 to 06/30/07

3. **TOTAL BUDGET AMOUNT REQUESTED: $** ______________________________

4. The undersigned hereby affirms that the statements contained in this proposal package are true and complete to the best of the applicant's knowledge and accepts as a condition of a contract, the obligation to comply with the applicable state and federal requirements, policies, standards, and regulations. The undersigned recognizes that this is a public document and open to public inspection. Person authorized by the Board to sign (e.g., Board of Directors, etc.):

Signature of Agency
Representative: ______________________________ Date: __________

Print Name and Title:

____

ATTACHMENT 2

TABLE OF CONTENTS

ITEM	PAGE
Agency Capability	______
Project Description	______
1. Project Narrative	______
2. Timeline	______
3. Organization Chart(s)	______
Scope of Work	______
Budget	______
Budget Justification	______
Additional Administration Requirements	______
1. Agency Documentation Requirements	______
2. Certification of Non-Acceptance of Tobacco Funds	______
Curriculum Vitae of Primary Professional Staff (Appendix)	______

PROPOSAL CHECKLIST

The following attachments and components must be completed and submitted in the order shown here. Proposals that are missing any of these attachments or components will be considered non-compliant and will not be reviewed. Please note that you are not required to submit this Proposal Checklist.

Proposal Components and Attachments	Check Mark
➢ Proposal Cover Sheet (Attachment 1)	☐
• Table of Contents (Attachment 2)	☐
• Agency Capability (No Attachment, 10 page limit excluding Curriculum Vitae of Primary Professional Staff)	☐
• Project Description	
1. Project Narrative (No attachment provided, 25 page limit excluding Timeline and Organization Chart)	☐
2. Timeline (No attachment provided)	☐
3. Organization Chart(s) (No attachment provided)	☐
• Scope of Work (Attachment 4)	☐
• Budget (No attachment)	☐
• Budget Justification (No attachment provided)	☐
• Additional Administrative Requirements	
➢ 1. Agency Documentation Requirements (Attachment 5)	☐
➢ 2. Certification of Non-Acceptance of Tobacco Funds (Attachment 6)	☐
• Curriculum Vitae of Primary Professional Staff (no attachment provided)	☐

Proposal Package	
• One Original Proposal	☐
• 8 Copies of the Proposal	☐

NOTE: ➢ Denotes the document requires a signature by the person authorized to bind the agency. Read the documents carefully and allow time to obtain the required **signatures.**

Scope of Work

04-35738

Project Name: In-School Evaluation of the Tobacco Use Prevention Education (TUPE) Program				Revision Date: December 9, 2004		Report Period:	
						For Progress Report Use Only	
Objectives/Activities	©	%	Start/ End Date	Who is Responsible	Tracking Measures	Document Number/ Letter	Actual Date(s) Completed

+ On file in office

ATTACHMENT 5

AGENCY DOCUMENTATION REQUIREMENTS

The California Department of Health Services may audit agreements at any time. The documentation required for each audit may typically include, but is not limited to the following:

<u>Fiscal Records</u>

A. General Ledger, Journals, and Charts of Accounts
B. Cash Receipts and Disbursements Journal with Supporting Documents
C. Vendor Invoices to Support Expenditures
D. Program Remittance Advices from State Controller
E. Payroll Records, including, but not limited to personnel time sheets signed/dated by the employee and supervisor reflecting actual time worked on program
F. Travel Log, Employee Expense Claims and appropriate receipts
G. Billing Records (Program Log)
H. State and Federal Tax Withholding Records
I. Financial Statements and Independent Auditor's of County Auditor's Report
J. Computation of the Fringe Benefit of Fund Sources
K. Agency wide Budget and Listing of Fund Sources
L. Copies of Monthly Invoices to the State
M. Copies of Reimbursement Warrants and Remittance Advices from the State
N. Administrative Manuals such as Personnel Policies and Procedures, Travel Policies and Procedures

<u>Program Records</u>

A. Project Proposal (submitted in response to this Request for Proposal)
B. Contract and Contract Amendments
C. TCS Competitive Grantee Administrative and Policy Manual
D. Progress Reports and the Final Report
E. Program Audit Reports of Site Visits
F. Scope of Work
G. Correspondence Regarding the Contract and/or Subcontracts
H. Program implementation records that document the number of people served, materials developed activities conducted, etc. These records may include, but are not limited to logs, sign-in sheets, meeting minutes, survey and evaluation data, etc.

<u>Other Records</u>

A. Board of Director's Minutes and Articles of Incorporation
B. Organization Chart (Agency-wide) and Duty Statements
C. Program Correspondence Files
D. Other Program Audits of the Facility

I certify that the above will be available upon request by the CDHS, CDHS/TCS Program/Contract Manager and/or Auditors.

Director of Agency:		Agency Financial Management Official:	
Signature	Date	Signature	Date
Print Name and Title		Print Name and Title	

CERTIFICATION OF NON-ACCEPTANCE OF TOBACCO FUNDS

____
Company/Organization Name

____

Please check one of the following:

☐ **The applicant named above hereby certifies that it will not accept funding from nor have an affiliation or contractual relationship with a tobacco company or any of its subsidiaries or parent company during the term of the contract with CDHS/TCS.**

☐ **<u>Universities/Colleges Only</u>**
The Principal Investigator of the university or college named above hereby certifies that he/she has not received funding from nor had an affiliation or contractual relationship with a tobacco company or any of its subsidiaries or parent company within the five (5) years immediately preceding the start date of the contract period. In addition, the Principal Investigator of the university or college named above hereby certifies that he/she will not accept funding from nor have an affiliation or contractual relationship with a tobacco company or any of its subsidiaries or parent company during the term of the contract with CDHS/TCS.

CERTIFICATION

I, the official named below, hereby swear that I am duly authorized to legally bind the Contractor to the above-described certification. I am fully aware that this certification, executed on the date below, is made under penalty of perjury under the laws of the State of California.

Director of Agency or Principal Investigator:

Signature	Date	Print Name and Title

VIII. TABLE OF CONTENTS FOR APPENDICES

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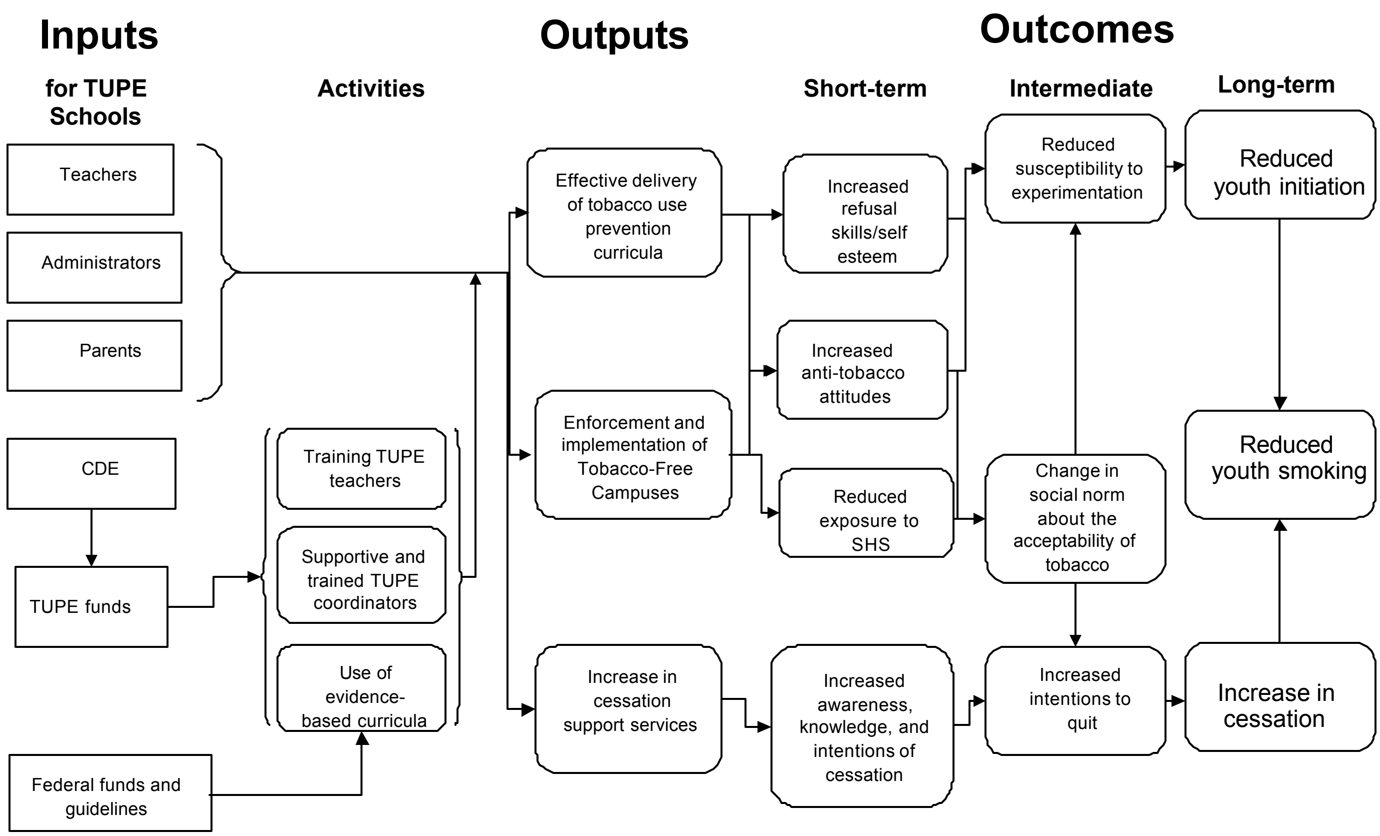
IN-SCHOOL EVALUATION LOGIC MODEL (SAMPLE)



PARTIAL LIST OF TOBACCO SUBSIDIARY PRODUCTS
Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occur.

BEVERAGES

Coffee

General Foods International Coffees
Gevalia
Maxim
Maxwell House
Sanka
Starbucks*
Yuban

Frozen Treats

Mr. Freeze
Kool-Aid Slushies

Powdered Soft Drinks

Country Time
Crystal Light
Kool-Aid
Tang

Ready-to-Drink

Capri Sun*
Country Time
Crystal Light
Kool-Aid Bursts
Tang
Total Balance

CONVENIENT MEALS

Bacon

Oscar Mayer
Louis Rich

Cold Cuts

Oscar Mayer
Louis Rich

Dinner Kits

Stove Top Oven Classics
Taco Bell*

Frozen Pizza

California Pizza Kitchen*
DiGiorno
Jack's
Tombstone

Hot Dogs

Oscar Mayer

Lunch Combinations

Lunchables

Macaroni & Cheese Dinner

Kraft
Kraft Easy Mac
Velveeta

Meat Alternatives

Boca

Meat Snacks

Tombstone

Pastas and Sauces

DiGiorno

CHEESE

Cold Pack Cheese

Woody's

Cottage Cheese

Breakstone's
Knudsen
Light n' Lively

Cream Cheese

Philadelphia
Temp-tee

Grated Cheese

Kraft

Natural Cheese

Athenos
Churny
Cracker Barrel
DiGiorno
Handi-Snacks
Harvest Moon
Hoffman's
Kraft
Polly-O

PARTIAL LIST OF TOBACCO SUBSIDIARY PRODUCTS
Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occur.

Process Cheese Loaves

Kraft Deluxe
Old English
Velveeta

Process Cheese Sauce

Cheez Whiz

Process Cheese Slices

Kraft Deli Deluxe
Kraft Free Singles
Kraft Singles
Kraft 2% Milk Singles
Velveeta

Process Cheese Spread

Easy Cheese

GROCERY

Baking Chocolate/Coconut

Baker's

Baking Powder

Calumet

Barbecue Sauce

Bull's-Eye
Kraft

Breakfast Beverage

Postum

Coating Mix

Shake ‘n Bake
Oven Fry

Condiments

Grey Poupon
Kraft
Sauceworks

Cooked Cereal

Cream of Wheat

Cereal Bars

Nabisco

Dips

Kraft

Dog Biscuits

Milk-Bone

Dry Packaged Desserts

Dream Whip
D-Zerta
Jell-O
Minute

Energy Bars

Balance
Oasis Bars

Fruit Preservatives

Ever Fresh

Frozen Whipped Topping

Cool Whip

Ice Cream Topping

Kraft

Margarine

Parkay (Puerto Rico only)

Pasta Salads

Kraft

Pectins

Certo
Sure-Jell

Pickles/Sauerkraut

Claussen

Pie Crusts

Honey Maid
Nilla
Oreo

PARTIAL LIST OF TOBACCO SUBSIDIARY PRODUCTS
Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occur.

Ready-to-Eat Cereals

Post
- Alpha-Bits
- Banana Nut Crunch
- Blueberry Morning
- Cinna-Cluster Raisin Bran
- Cranberry Almond Crunch
- Frosted Shredded Wheat
- Fruit & Fiber
- Golden Crisp
- Grape-Nuts
- Great Grains
- Honey Bunches of Oats
- Honeycomb
- Nabisco (Puerto Rico only)
- Natural Bran Flakes
- Oreo O's
- Pebbles*
- Raisin Bran
- Shredded Wheat
- Shredded Wheat 'n Bran
- Spoon Size Shredded Wheat
- Toasties
- Waffle Crisp
- 100% Bran

Rice

Minute Rice

Salad Dressings

Good Seasons
Kraft
Seven Seas

Sour Cream

Breakstone's
Knudsen

Spoonable Dressing

Kraft Mayo
Miracle Whip

Steak Sauce, Marinade, Worcestershire

A. 1.

Stuffing Mix

Stove Top

Toaster Pastries

Kool Stuf

Yogurt

Breyers*
Jell-O
Light n' Lively

Snacks

Cookies
Barnum's Animals
Biscos
Café Creme
Cameo
Chips Ahoy!
Crispin (Puerto Rico only)
Dad's
Danish (Puerto Rico only)
Famous Chocolate Wafers
Family Favorites
Old Fashioned
Ginger Snaps
Hony Bran (Puerto Rico only)
Konitos (Puerto Rico only)
Lorna Doone
Mallomars
Marshmallow Twirls
Nabisco (Puerto Rico only)
National Arrowroot
Newtons
Nilla
Nutter Butter
Oreo
Peak Freans
Pecan Passion
Pecanz
Pinwheels
SnackWell's
Social Tea
Stella D'oro
Sweetie Pie (Puerto Rico only)
Teddy Grahams
Wild Thornberry's*

PARTIAL LIST OF TOBACCO SUBSIDIARY PRODUCTS
Philip Morris / Altria

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occur.

Crackers

Air Crisps
Better Cheddars
Cheese Nips
Club Social (Puerto Rico only)
Crown Pilot
Doo Dad
Flavor Crisps
Harvest Crisps
Honey Maid
Nabisco Grahams
Nabs
Premium
Ritz
Royal Lunch
SnackWell's
Stoned Wheat Thins
Sportz (Puerto Rico only)
Sultana (Puerto Rico only)
Triscuit
Uneeda
Wheatsworth
Wheat Thins
Zwieback

Ice Cream Cones

Comet Cups

Packaged Food Combinations

Handi-Snacks
Lunchables

Refrigerated Ready-to-Eat Desserts

Jell-O
Handi-Snacks

Snack Nuts

Corn Nuts
PB Crisps
Planters

Sugar Confectionery

Altoids
Callard & Bowser
CremeSavers
Jet-Puffed
Kraft Caramels
Life Savers
Milka L'il Scoops
Nabisco Fun Fruits
Terry's
Tobler
Toblerone
Trolli

Miller Brands**

Miller Beer
Miller Genuine Draft
Miller High Life
Sharp's non-alcohol brew
Milwaukee's Best
Meister Brau
Magnum Malt Liquor
Henry Weinhard's
Hamm's
Olde English 800 Malt Liquor
Mickey's Malt Liquor
Red Dog
ICEHOUSE
Southpaw
Leinenkugel
Celis
Pale Rider
Shipyard Export Ale
Goat Island Ale
Fuggles Pale Ale
Old Thumper Extra Special Ale
Blue Fin Stout
Longfellow Ale
Mystic Seaport Pale Ale
Chamberlain Pale Ale
Sirius
Prelude Ale
Molson
Foster's Lager
Sheaf Stout
Presidente
Shanghai

Wines

Chateau Ste. Michelle
Columbia Crest
Domaine Ste. Michelle
Villa Mt. Eden
Conn Creek
Northstar
Snoqualmie

This list is not a comprehensive resource and should not be relied upon to be complete or correct since changes in corporate and product ownership commonly occur.

*Kraft is the distributer for these brands:

-Breyers is a registered trademark owned and licensed by Unilever, N.V.
-Capri Sun is a registered trademark of Rudolf Wild GmbH & Co. KG, used under license.
-California Pizza Kitchen is a trademark owned and licensed by California Pizza Kitchen, Inc.
-Jenny Craig is a registered trademark of Jenny Craig, Inc., used under license.
-Pebbles is a registered trademark of Hanna-Barbera Productions, Inc. Licensed by Hanna-Barbera Productions, Inc.
-Starbucks is a registered trademark of Starbucks U.S. Brands Corporation.
-Nickelodeon and all related titles, characters and logos are trademarks owned and licensed by Viacom International Inc. All rights reserved.
-Taco Bell is a registered trademark owned and licensed by Taco Bell Corp.

**Altria Group, Inc. holds a 36% economic interest in SABMiller plc as a result of the 2002 Miller Brewing Company merger into South African Breweries plc, which formed SABMiller plc, the world's second-largest brewer.

INTELLECTUAL PROPERTY RIGHTS

The following are portions of California Department of Health Services, Special Terms and Conditions, Exhibit D(C), that includes Section 3, Intellectual Property Rights, Paragraphs a-e: The Paragraphs are: a) Ownership, b) Retained Rights/License Rights, c) Copyright, d) Patent Rights, and e) Third-Party Intellectual Property. The complete Exhibit D(C) will be provided to the awarded contractor.

3. Intellectual Property Rights

a. Ownership

(1) Except where DHS has agreed in a signed writing to accept a license, DHS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.

(2) For the purposes of this agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, “works” means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this agreement. In addition, under this agreement, Contractor may access and utilize certain of DHS’ Intellectual Property in existence prior to the effective date of this agreement. Except as otherwise set forth herein, Contractor shall not use any of DHS’ Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHS. **Except as otherwise set forth herein, neither the Contractor nor DHS shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this agreement, Contractor accesses any third-party

Intellectual Property that is licensed to DHS, Contractor agrees to abide by all license and confidentiality restrictions applicable to DHS in the third-party's license agreement.

(4) Contractor agrees to cooperate with DHS in establishing or maintaining DHS' exclusive rights in the Intellectual Property, and in assuring DHS' sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this agreement, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or DHS and which result directly or indirectly from this agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with DHS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHS' Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this agreement. Contractor hereby grants to DHS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be

deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHS to any work product made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or DHS and which result directly or indirectly from this agreement, shall include DHS' notice of copyright, which shall read in 3mm or larger typeface: " © 2001, State of California, Department of Health Services. This material may not be reproduced or disseminated without prior written permission from the Department of Health Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this agreement, which did not result from research and development specifically included in the agreement's Scope of Work, Contractor hereby grants to DHS a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the agreement's Scope of Work, then Contractor agrees to assign to DHS, without additional compensation, all its right, title and interest in and to such inventions and to assist DHS in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining DHS' prior written approval; and (ii) granting to or obtaining for DHS, without additional compensation, a license, as described in Paragraph b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this agreement. If such a license upon the these terms is unattainable, and DHS determines that the Intellectual Property should be included in or is required for Contractor's performance of this agreement, Contractor shall obtain a license under terms acceptable to DHS.

TRAVEL REIMBURSEMENT INFORMATION

Effective July 1, 2004

1. The following rate policy is to be applied for reimbursing the travel expenses of persons under contract. *The terms "contract" and/or "subcontract" have the same meaning as "grantee" and/or "subgrantee" where applicable.*

   a. Reimbursement *for travel and/or per diem* shall be at the rates established for non-represented/ excluded state employees. *Exceptions to DPA lodging rates may be approved by CDHS upon the receipt of a statement on/with an invoice indicating that such rates are not available.*

   b. Short Term Travel is defined as a 24-hour period, and less than 31 consecutive days, and is at least 50 miles from the main office, headquarters or primary residence. Starting time is whenever a contract *or subcontract* employee leaves his or her home or headquarters. "Headquarters" is defined as the place where the contracted personnel spends the largest portion of their working time and returns to upon the completion of special assignments. *Headquarters may be individually established for each traveler and approved verbally by the program funding the agreement. Verbal approval shall be followed up in writing or email.*

   c. Contractors on travel status for more than one 24-hour period and less than 31 consecutive days may claim a fractional part of a period of more than 24 hours. Consult the chart appearing on page 2 of this exhibit to determine the reimbursement allowance. All lodging must be receipted. If Contractor does not present receipts, lodging will not be reimbursed.

      (1) Lodging (with receipts):

Travel Location / Area	**Reimbursement Rate**
Statewide (excluding the counties identified below)	$ 84.00 plus tax
Counties of Los Angeles and San Diego	$110.00 plus tax
Counties of Alameda, San Francisco, San Mateo, and Santa Clara	$140.00 plus tax

      Reimbursement for actual lodging expenses exceeding the above amounts may be allowed with the advance approval of the Deputy Director of the Department of Health Services or his or her designee. Receipts are required. *Receipts from Internet lodging reservation services such as Priceline.com, which require prepayment to that service ARE NOT ACCEPTABLE LODGING RECEIPTS and are not reimbursable without a valid lodging receipt from a lodging establishment.*

      (2) Meal/Supplemental Expenses (with or without receipts): With receipts, the Contractor will be reimbursed actual amounts spent up to the maximum for each full 24-hour period of travel.

Meal / Expense	**Reimbursement Rate**
Breakfast	$ 6.00
Lunch	$ 10.00
Dinner	$ 18.00
Incidental	$ 6.00

   d. Out-of-state travel may only be reimbursed if such travel *is necessitated by the scope or statement of work* and has been approved in advance by the program with which the contract is held. For out-of-state travel, Contractors may be reimbursed actual lodging expenses, supported by a receipt, and may be reimbursed for meals and supplemental expenses for each 24-hour period computed at the rates listed in c. (2) above. For all out-of-state travel, Contractors*/Subcontractors* must have prior *CDHS written and verbal approval. Verbal approval shall be confirmed in writing (email or memo).*

   e. In computing allowances for continuous periods of travel of less than 24 hours, consult the chart appearing on page 2 of this *exhibit*.

f. No meal or lodging expenses will be reimbursed for any period of travel that occurs within normal working hours, unless expenses are incurred at least 50 miles from headquarters.

2. If any of the reimbursement rates stated herein are changed by the Department of Personnel Administration, no formal contract amendment will be required to incorporate the new rates. However, CDHS shall inform the Contractor, in writing, of the revised travel reimbursement rates.

3. For transportation expenses, the Contractor must retain receipts for parking; taxi, airline, bus, or rail tickets; car rental; or any other travel receipts pertaining to each trip for attachment to an invoice as substantiation for reimbursement. Reimbursement may be requested for commercial carrier fares; private car mileage; parking fees; bridge tolls; taxi, bus, or streetcar fares; and auto rental fees when substantiated by a receipt.

4. **Note on use of autos:** If a Contractor uses his or her car for transportation, the rate of pay will be **34 cents** maximum per mile. If the Contractor is a person with a disability who must operate a motor vehicle on official state business and who can operate only specially equipped or modified vehicles may claim up to **37 cents** per mile. If a Contractor uses his or her car "in lieu of" airfare, the air coach fare will be the maximum paid by the State. The Contractor must provide a cost comparison upon request by the state. Gasoline and routine automobile repair expenses are not reimbursable.

5. The Contractor is required to furnish details surrounding each period of travel. Travel *expense reimbursement* detail may include, but not be limited to: purpose of travel; departure and return times; destination points; miles driven; mode of transportation; etc. *Reimbursement for travel expenses may be withheld pending receipt of adequate travel documentation.*

6. Contractors are to consult with the program with which the contract is held to obtain specific invoicing procedures.

7. *At CDHS' discretion, changes or revisions made by CDHS to this exhibit, excluding travel policy established by DPA may be applied retroactively to any agreement to which a Travel Reimbursement Information exhibit is attached, incorporated by reference, or applied by CDHS program policy.*

Travel Reimbursement Guide

Length of travel period	This condition exists…	Allowable Meal(s)
Less than 24 hours	Travel begins at 6:00 a.m. or earlier and continues until 9:00 a.m. or later.	Breakfast
Less than 24 hours	• Travel period ends at least one hour after the regularly scheduled workday ends, or • Travel period begins prior to or at 4:00 p.m. and continues beyond 7:00 p.m.	Dinner
24 hours	Travel period is a full 24-hour period determined by the time that the travel period begins and ends.	Breakfast, lunch, and dinner
Last fractional part of more than 24 hours	Travel period is more than 24 hours and traveler returns at or after 8:00 a.m.	Breakfast
	Travel period is more than 24 hours and traveler returns at or after 2:00 p.m.	Lunch
	Travel period is more than 24 hours and traveler returns at or after 7:00 p.m.	Dinner

Exhibit A

APPENDIX E
Agency Legal Name
04-35738

Scope of Work (Sample)

Project Name: In-School Evaluation of the Tobacco Use Prevention Education (TUPE) Program	**Revision Date: December 9, 2004**				**Report Period:**		
						For Progress Report Use Only	
Objectives/Activities	**©**	**%**	**Start/ End Date**	**Who Is Responsible**	**Tracking Measures**	**Document Number/ Letter**	**Actual Date(s) Completed**
Headings: Group activities under headings in the following order: • Sampling Plan • Data Collection and Preparation • Analysis • Dissemination • Report List related activities chronologically below each heading. Activities: Use an outline format to describe the activities to be conducted to achieve the objective. List these in chronological order. The description should include: • what will be done (e.g., develop instruments, pilot test new instruments and protocols, prepare sampling plan, develop data collection methods, conduct surveys/interviews, prepare analytic plan, collaborate with XYZ organization to perform (a task), prepare report, delivery data set to TCS, etc.) Be sure to include all the required deliverables. • where activities will occur (e.g. location of data collection), and • how much will be done (e.g., sample size).	Enter the sign "©" if the activity involves develop-ment of a product subject to copyright laws, such as a report, manual, etc.	For each program deliver-able, indicate a percent between 0.5% and 100% that reflects staff and budget resources This column must total 100 percent.	For each activity, identify the timeline for its completion (e.g., 05/05-12/05)	Identify who is responsible for each activity. This column is limited to the personnel, subcontractors and/or consultants that appear in the budget. Please list the position title used in the budget. If using acronyms, first indicate what the acronym stands for.	List the items used to document and verify that activities are completed. Examples of tracking measures may be completed deliverables (e.g., survey instruments, pilot test results, protocols, data set, reports, etc.) Some may document processes (survey schedule, survey logs, number of classrooms surveyed, etc.) Some tracking measures, such as meeting notes and others may be kept "on file in office." This means the tracking measure will not be submitted to TCS with progress reports. Place a plus sign (+) beside the tracking measure you would like to keep on file in your office. These items must be on file in the event of an audit .		

\+ On file in office

Page ___ of ___

BUDGET JUSTIFICATION SAMPLE

NOTE: THIS IS A HYPOTHETICAL BUDGET JUSTIFICATION SAMPLE PROVIDED TO GIVE THE APPLICANT AGENCY AN INDICATION OF THE FORMAT AND DETAIL REQUIRED TO JUSTIFY PROPOSED BUDGET EXPENSES. THIS SAMPLE IS ONLY TWO (2) PAGES.

ABC Evaluation Services, Inc.
Budget Justification
May 1, 2005 to June 30, 2007 (26 Months)

	AMOUNT REQUESTED			
	Period 05/01/05 to 06/30/05	Period 07/01/05 to 6/30/06	Period 07/01/06 to 6/30/07	Total
A. PERSONNEL COSTS				
The following salaries, percents of time/number of hours per pay periods, and number of pay periods are for illustration only. Please use a method that will closely reflect how your agency monitors its Personnel.				
1. Project Director: ($4,746-$5,768 per month) x (100% FTE) x (26 months)	**$ 9,492**	**$56,952**	**$59,796**	**$126,240**

Project Director responsibilities include overall responsibilities for the project and insures timeliness of contract obligations. Responsibilities include overall project planning and management, budget monitoring and revision, liaison with TCS' Data Analysis and Evaluation Unit and Contract Manager, quality control monitoring/project evaluation, preparation of progress reports, personnel management, and direct supervision (Subtotal: $126,240).

BUDGET JUSTIFICATION SAMPLE

	Period 05/01/05 to 06/30/05	Period 07/01/05 to 6/30/06	Period 07/01/06 to 6/30/07	Total
C. Operating Expenses				
Note: The following does not follow in order per Budget Justification instruction, but provides you with another type of sample.				
3. General Expenses				
a. Office Supplies: Includes routine office supplies, including paper, stationary, business cards, binders, pens, pencils, etc.; labels and envelopes. ($200 per mo. X 26 mos = $5,200)	$ 400	$2,400	$2,400	$ 5,200
b. Communications: Provides routine local and long distance telephone service for XX full-time equivalent staff to conduct business in support of this agreement. ($2,000 per mo. X 26 mos = approx. $52,000)	$ 4,000	$24,000	$24,000	$52,000
c. Postage/Shipping: Includes routine mailing/shipping, special mailings to participating schools, postage and shipping of routine correspondence and reports. ($160 per mo. X 26 months = $4,160)	$ 320	$1,920	$1,920	$ 4,160

NOTE: CONTINUE IN THIS SAME FORMAT FOR THE REST OF THE BUDGET JUSTIFICATION.

COMPARABLE STATE CIVIL SERVICE POSITIONS

STATE CLASSIFICATION TITLE	COMPARABLE TITLE	COMPARABLE MONTHLY SALARY
Research Scientist III	Project Director	$5,415 - $6,582
Research Scientist II	Statistician	$4,960 - $5,984
Health Education Consultant II	Project Manager	$4,194 - $5,243
Health Education Consultant I	Project Specialist	$3,110 - $4,346
Associate Governmental Program Analyst	Research Assistant/Analyst	$4,111 - $4,997
Assistant Information Systems Analyst	Data Management Coordinator	$2,994 - $3,465
Staff Services Analyst	Data Management Specialist	$2,632 - $4,155
Administrative Assistant I	Administrative Assistant	$3,418 - $4,347
Student Assistant	Bilingual Data Coder	$12/Hour - $12/Hour

CONTRACT UNIFORMITY

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, the Department of Health Services sets forth the following policies, procedures, and guidelines regarding fringe benefits.

1. As used in this agreement with reference to State and/or federal funds, fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

2. As used herein, fringe benefits do not include:

   a. Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty, and/or military leave/training.

   b. Director's and executive committee member's fees.

   c. Incentive awards and/or bonus incentive pay.

   d. Allowance for off-site pay.

   e. Location allowances.

   f. Hardship pay.

   g. Cost-of-living differentials.

3. Specific allowable fringe benefits include:

   a. Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental, and vision), unemployment insurance, workers compensation insurance and the employers portion of pension/retirement plans provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

4. To be an allowable fringe benefit, the cost must meet the following criteria:

   a. Be necessary and reasonable for the performance of the contract.

   b. Be determined in accordance with generally accepted accounting principles.

   c. Be consistent with policies that apply uniformly to all activities of the Contractor.

5. It is agreed by both parties that any and all <u>fringe benefits</u> shall be at <u>actual cost.</u>

6. Earned/accrued Compensation.

   a. Compensation for vacation, sick leave, and holidays is limited to that amount earned/accrued within the contract term. Unused vacation, sick leave, and holidays earned from periods prior to the contract period cannot be claimed as allowable costs (See example on page 2).

   b. For multiple year contracts, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the contract. Holidays cannot be carried over from one contract year to the next. (See example on page 2).

   c. For single year contracts, vacation, sick leave, and holiday compensation which is earned/accrued but not paid, due to employee(s) not taking time off within the contract term, <u>cannot</u> be claimed as an allowable cost (See example on page 2).

Contract Uniformity

Earned/Accrued Compensation Examples

Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a contract period of one year. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of the State contract term, the Contractor during a one-year contract term may only claim up to three weeks of vacation and twelve days of sick leave actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the contract are not an allowable cost.

Example No. 2:

If during a three-year (multiple year) contract John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

Example No. 3:

If during a single year contract, John Doe, works fifty weeks and uses one week of vacation and one week of sick leave and all fifty-two of these weeks have been billed to the State, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

APPENDIX I
Agency Legal Name
04-35738

BUDGET SAMPLE

Exhibit B, Attachment I*
Budget
(Year 1)**
(05/01/05 – 06/30/05)***

Personnel

Position Title and Number of each	Salary Range	FTE %	Annual Cost		
______________________	$_________	_____	$________		
				Total Personnel	$________

Fringe Benefits ([X] % of applicable Personnel) $________

Operating Expenses

Expense Description	Cost
1.TCS Communications Network	$________
2. Space Rent/Lease:	
a. Agency: ___sq. ft. @ $ ____ft.	$________
3. General Expenses	$________
4. Printing	$________
5. Equipment Rental	$________
6. Audit Expenses	$________

Total Operating $________

Equipment

Equipment Description	# of Units	Unit Cost	Total Cost
1.	1	$________	$________

Total Equipment $________

Travel $________

Subcontract/Consultant:

Name of Subcontractor: e.g. ABC Market Survey Corporation (If Subcontractor is **known**)

Pers & F.B.	Oper Exp	Equip	Travel	Sub/Con	Other	Indirect	Total Costs
1. $_______	$______	$___	$___	$____	$____	$_____	$______

Or **Total Costs** $________

Name of Subcontract/Consultant Project (If Subcontractor is **unknown**):

2. e.g. Database Consultant $_______

Total Subcontracts/Consultants $________

Other Costs

Item Description	Cost
1. Incentive Items	$________

Total Other Costs $________

Indirect Costs ([X]% of Personnel Cost and Fringe Benefits) $________

Total Costs $________

* For other years indicate II or III
** For other years indicate 2 or 3
*** For other years indicate appropriate months

APPENDIX I (a)
Agency Legal Name
04-35738

The following is the sample attachment for the Personnel Category:

Exhibit B, Attachment I (a)*, Personnel

Budget
(Year 1)**
(05/01/05 – 06/30/05)***
Two Months

Personnel:

Position Title and Number of Each	Salary Range	FTE%	Annual Cost
Project Director (1)	$5,415 - $6,582	10-50%	$ 5,415
Statistician (1)	$4,960 - $5,984	5-15%	$ 1,488
Project Manager (1)	$4,194 - $5,243	100%	$ 8,388
Project Specialist (2)	$3,110 - $4,346	50-100%	$ 12,440
Research Assistant/Analyst (2)	$4,111 - $4,997	25-50%	$ 2,056
Data Management Coordinator (1)	$2,994 - $3,465	100%	$ 5,988
Data Management Specialist (1)	$2,632 - $4,155	100%	$ 5,264
Administrative Assistant (1)	$3,418 - $4,347	50-100%	$ 6,836
Bilingual Data Coder (5)	$12/Hour - $12/Hour	1-10Hrsr/2-Wks	$ 4,800

Total Personnel: $ 52,675

* For other years indicate II(a) or III(a)
** For other years indicate 2 or 3
*** For other years indicate appropriate months

The following is the sample attachment for the Subcontract/Consultant Category:

Exhibit B, Attachment I (b)*, Subcontract/Consultant

Budget
(Year 1)*
(05/01/05 – 06/30/05)**
Two Months

Subcontract/Consultant:

1. ABC Survey Group Corporation

Pers & F.B.	Oper.	Equip.	Travel	Sub/Con	Other Costs	Indirect	Total Costs
$ 2,500	$ 500	$ -	$150	$ -	$250	$625	$ 4,025

2. Franklin Program Enterprises

Pers & F.B.	Oper.	Equip.	Travel	Sub/Con	Other Costs	Indirect	Total Costs
$ 3,000	$ 250	$ -	$200	$ -	$250	$750	$ 4,450

3. Survey Contractor $ 2,000

Total Subcontracts/Consultants $ 10,475

* For other years indicate II(b) or III(b)
** For other years indicate 2 or 3
*** For other years indicate appropriate months

APPENDIX I (c)
Agency Legal Name
04-35738

The following is the sample attachment for the Other Costs Category:

Exhibit B, Attachment I (c)*, Other Costs

Budget
(Year 1)**
(05/01/05 – 06/30/05)***
Two Months

Other Costs:

Item Description	Estimated Cost
1. Incentives	$ 25,000
2. Data sets	$ 1,000

Total Other Costs: $ 26,000

* For other years indicate II(c) or III(c)
** For other years indicate 2 or 3
*** For other years indicate appropriate months